

GOVERNMENT OF INDIA  
NITI Aayog  
New Delhi

National Competitive Bidding (NCB)

Agencies/Firms/Consortium to  
“Study, Design, Development, Implementation and  
Maintenance of Knowledge Digital Hub for Government Best  
Practices”

**REQUEST FOR QUALIFICATION**

**CUM**

**REQUEST FOR PROPOSAL**

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**June, 2017**

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**NATIONAL INSTITUTION FOR TRANSFORMING INDIA (NITI) AAYOG**  
**NOTICE INVITING - REQUEST FOR QUALIFICATION (RFQ) CUM REQUEST FOR**  
**PROPOSAL (RFP)**

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NITI Aayog, is the premier policy ‘Think Tank’ of the Government of India, providing both directional and policy inputs. NITI Aayog also gives relevant technical advice to the Centre and States through two hubs – Team India Hub and the Knowledge and Innovation Hub.

NITI Aayog wants to expand the services and platform capabilities of the Knowledge Hub for exchanging and disseminating reform related ideas and successful best practices. It also wants to function as a Facilitator for Government reforms and promote incubation, dissemination and sharing of best practices towards good governance and promoting co-operative federalism.

In this background, it is imperative for NITI Aayog to create a Knowledge Digital Hub as a comprehensive repository of Government Best Practices with inputs from the Central and State / UTs Governments. The Knowledge Digital Hub portal would be user friendly at national level. It will combine Digital Contents with user’ real-time data to personalize and contextualize experience, integrated with social channels and lay a Digital Foundation for Best Practices.

The Knowledge Digital Hub portal for Government Best Practices will support senior Government officials by providing a base for learning and development. The digital platform would be for information sharing and exchange of thoughts, ideas and values. The digital platform can be used to build leadership talent, motivate and improve knowledge on key governance issues. The Knowledge Digital Hub portal for Government Best Practices would also be extended to provide training, mentoring, on-boarding and enabling government employees to be more productive. The proposed Hub will:

- Improve quality at work by sharing best practices
- Reduce risks by sharing knowledge on critical issues
- Right knowledge available to right person, right place and at right time
- Reduce time and effort required for knowledge transfer during employee transfer/superannuation across regions.

This RFQ-cum-RFP is for the selection of an agency to develop NITI Aayog Knowledge Digital Hub portal for Government Best Practices for a dynamic and responsive design, address security issues, manageability of content while maintaining compliances especially GIGW compliance.

## **STAKEHOLDERS OF KNOWLEDGE DIGITAL HUB FOR GOVERNMENT BEST PRACTICES**

- Central Ministries/Departments.
- State Governments/Union Territories.
- Administrative Staff College of India.
- MyGov.
- Lal Bahadur Shastri National Academy of Administration.
- Academic Institutions/Centres of Excellence/Research Organizations/Knowledge based Institutions.
- Public Sector Undertakings.
- Private Sector Enterprises.
- International/Multi-lateral Funding Agencies.
- Non-Governmental Organizations (NGOs).
- Citizens.

The proposed Knowledge Digital Hub will facilitate the following benefits for stakeholders and users:

- Access (search, retrieval, use and modification/re-publish) to vast repository of images, videos, documents on Government
- Strengthening co-operation in the field of public administration
- Fostering excellence in governance and administrative reforms
- Promoting citizen-centric governance
- Innovations in e-Governance, Government Policy, Public Issues
- Documentation and dissemination of best practices
- Promoting collaboration and innovation
- Providing real time feedback and details across wide range of government projects, programs
- Updates on latest news, research, and development.

Interested applicants are requested to submit their responses to the “RFQ-cum-RFP” at the address mentioned below on Central Public Procurement Portal (CPPP: <http://eprocure.gov.in>) on or before June 29, 2017, 1500 Hours.

The submissions must be addressed to:

Adviser (S&T)  
NITI Aayog, Sansad Marg,  
New Delhi  
110001

Email: [uksharma@gov.in](mailto:uksharma@gov.in)

### **DISCLAIMER**

1. This RFQ-cum-RFP document is neither an agreement nor an offer by National Institution for Transforming India (NITI) Aayog, Government of India (hereinafter referred to as “NITI Aayog”) to the prospective Applicants or any other person. The purpose of this RFQ-cum-RFP is to provide information to the interested parties that may be useful to them in the formulation of their proposal pursuant to this RFQ-cum-RFP.
2. NITI Aayog does not make any representation or warranty as to the accuracy, reliability or completeness of the information in this RFQ-cum-RFP document and it is not possible for NITI Aayog to consider particular needs of each party who reads or uses this document. RFQ-cum-RFP includes statements which reflect various assumptions and assessments arrived at by NITI Aayog in relation to the statement of work. Such assumptions, assessments and statements do not purport to contain all the information that each Applicant may require. Each prospective Applicant should conduct its own investigations and analyses and check the accuracy, reliability and completeness of the information provided in this RFQ-cum-RFP document and obtain independent advice from appropriate sources.
3. NITI Aayog will not have any liability to any prospective Applicant/ Firm/ or any other person under any laws (including without limitation the law of contract, tort), the principles of equity, restitution or unjust enrichment or otherwise for any loss, expense or damage which may arise from or be incurred or suffered in connection with anything contained in this RFQ-cum-RFP document, any matter deemed to form part of this RFQ-cum-RFP document, the award of the Assignment, the information

and any other information supplied by or on behalf of NITI Aayog or their employees, any Consulting Agency or otherwise arising in any way from the selection process for the Assignment. NITI Aayog will also not be liable in any manner whether resulting from negligence or otherwise however caused arising from reliance of any Applicant upon any statements in this RFQ-cum-RFP.

4. NITI Aayog will not be responsible for any delay in receiving the proposals. The issue of this RFQ-cum-RFP does not imply that NITI Aayog is bound to select an Agency or to appoint the selected agency, as the case may be, for the services and NITI Aayog reserves the right to accept/reject any or all of proposals submitted in response to RFQ-cum-RFP document at any stage without assigning any reasons whatsoever. NITI Aayog also reserves the right to withhold or withdraw the process at any stage with intimation to all who submitted RFQ-cum-RFP Application.
5. The information given is not exhaustive on account of statutory requirements and should not be regarded as a complete or authoritative statement of law. NITI Aayog accepts no responsibility for the accuracy or otherwise for any interpretation or opinion on the law expressed herein.
6. NITI Aayog reserves the right to change/ modify/ amend any or all provisions of this RFQ-cum-RFP document. Such revisions to the RFQ-cum-RFP / amended RFQ-cum-RFP will be made available on the website of NITI Aayog and CPPP portal.

## **Section 1: Letter of Invitation**

New Delhi

Date: June 8, 2017

### **Introduction**

1. NITI Aayog has been designated as a premier ‘Think Tank’ of the Government of India, to provide both directional and policy inputs. The aim of NITI Aayog is to provide the Central and State Governments with relevant strategic and technical advice across key elements of policy, ideas and specific issue based support. It also seeks to ensure inter-ministerial and inter-sectoral coordination. NITI Aayog is also developing itself as a State of the Art Resource Centre for providing policy support across a wide range of sectors. It has already begun the task of becoming a knowledge repository comprising the best practices, data and reports from across the country.

2. An important evolutionary change from the past is that NITI Aayog’s primary mandate is to promote the spirit of cooperative federalism. It aims to evolve a shared vision of national development priorities with the active involvement of States in governance and policy making. Keeping this in mind, NITI Aayog has hosted three sub-groups of Chief Ministers on three crucial policy issues – Swachh Bharat, Skill Development and Centrally-Sponsored Schemes wherein the views of the State Governments were incorporated directly into the policies of the Union Government.

### **Objective**

3. The objective is to expand the services and platform capabilities of the Knowledge Digital Hub for exchanging and disseminating reform related ideas and successful best practices. It also wants to function as a facilitator for Government reforms and promote incubation, dissemination and sharing of best practices towards good governance and promoting co-operative federalism.

**4. An Agency will be selected as per Combined Quality-cum-Cost Based Selection (CQCCBS).**

**The RFQ – cum - RFP includes the following documents:**

SECTION 1: Letter of Invitation

SECTION 2: Instructions to Applicants

SECTION 3: Pre – Qualification and Technical Proposal - Standard Forms

SECTION 4: Financial Proposal - Standard forms

SECTION 5: Terms of Reference

SECTION 6: Standard format of Work Order

**All clarifications/ corrigenda will be published only on the website of NITI AAYOG. The official website for accessing the information related to this RFQ – cum - RFP is: <http://niti.gov.in> along with Central Public Procurement Portal (<http://eprocure.gov.in>).**

Yours sincerely,

Adviser (S&T)  
NITI AAYOG

## **Section 2: Instructions to Applicants**

### **2.1 Introduction**

- 2.1.1 The Client (hereinafter called “NITI Aayog”) named in the Data Sheet will select an organization/Agency in accordance with the method of selection specified in the Data Sheet. Applicants are advised that the selection of Agency for Study, Design, Development, Implementation and Maintenance of Digital/Virtual Hub for Government Best Practices (hereinafter called “Agency”) shall be on the basis of an evaluation by NITI Aayog through the selection process specified in this RFQ – cum - RFP (the —Selection Process). Applicants shall be deemed to have understood and agreed that no explanation or justification for any aspect of the Selection Process will be given and that NITI Aayog’s decisions are final without any right of appeal whatsoever.
- 2.1.2 The Applicants are invited to submit Pre-Qualification, Technical and Financial Proposals (collectively called as —the Proposal), as specified in the Data Sheet, for the services required for the Assignment. The Applicant shall submit the Proposal in the form and manner specified in this RFQ – cum – RFP, in relevant sections herewith.
- 2.1.3 The Proposal will form the basis for grant of work order to the selected Agency. The Agency shall carry out the assignment in accordance with the Terms of Reference of this RFQ-cum-RFP (the TOR).
- 2.1.4 NITI Aayog requires that the Applicant hold NITI Aayog’s interest paramount, avoid conflicts with other assignments or its own interests, and act without any consideration for future work. The applicant shall not accept or engage in any assignment that may place it in a position of not being able to carry out the assignment in the best interests of NITI Aayog and the Project.
- 2.1.5 Applicants shall bear all costs associated with the preparation and submission of their proposals, and their participation in the Selection process, and presentation including but not limited to postage, delivery fees, expenses associated with any demonstrations or presentations which may be required by NITI Aayog or any other costs incurred in connection with or relating to its Proposal.
- 2.1.6 It is the NITI Aayog’s policy to require that the Applicants observe the highest standard of ethics during the Selection Process and execution of work/assignment. In pursuance of this policy, the NITI Aayog:
- (i) will reject the Proposal for award if it determines that the Applicant has engaged in corrupt or fraudulent activities in competing the work order in question;
  - (ii) will declare an Applicant ineligible, either indefinitely or for a stated period of time, to be awarded any contract or work order if it at any time determines that the Applicant has engaged in corrupt or fraudulent practices in competing for and in executing the work order.
- 2.1.7 **Dispute Resolution:** If any dispute or difference of any kind whatsoever arises between the parties in connection with or arising out of or relating to or under this RFQ – cum - RFP, the parties shall promptly and in good faith negotiate with a view to its amicable resolution and settlement. In the event no amicable resolution or settlement is reached within a period of thirty (30) days from the date on which the above-mentioned dispute or difference arose, such dispute or difference shall be finally settled by CEO, NITI AAYOG, whose decision shall be final.

- 2.1.8 Termination of Assignment: NITI Aayog will have the right to terminate the assignment by giving 30 (thirty) days written notice. In the event of termination for no fault of Applicant, the NITI Aayog will reimburse all the expenses incurred by the Applicant (upon submission of proof) including closing-up of the project. If the assignment is terminated due to the fault of the Applicant or in case of termination of the assignment by the Applicant for reasons not attributable to the NITI Aayog, the NITI Aayog will forfeit the performance security of the Applicant.
- 2.1.9 The Agencies shall submit their proposal in **two covers** namely **Technical Proposal** and **Financial Proposal** respectively on Central Public Procurement Portal (<http://eprocure.gov.in>). Original EMD is to be deposited at NITI AAYOG. The submissions for Pre-Qualification shall be evaluated first as specified in this RFQ-cum-RFP. Subsequently the technical evaluation as specified in this RFQ-cum-RFP will be carried out only for those Applicants who meet the Pre- Qualification criteria. Based on this technical evaluation, a list of technically qualified Applicants shall be prepared in the order of their merit. The Financial Proposals of technically qualified Applicants will be opened.
- 2.1.10 The evaluation will be done in accordance with procedure given in Clause 2.6.
- 2.1.11 Number of Proposals: No Applicant shall submit more than one Application.
- 2.1.12 Right to reject any or all Proposals:
- (i) Notwithstanding anything contained in this RFQ - cum - RFP, the NITI Aayog reserves the right to accept or reject any Proposal and to annul the Selection Process and reject all Proposals, at any time without any liability or any obligation for such acceptance, rejection or annulment, and without assigning any reasons thereof.
  - (ii) Without prejudice to the generality of above, the NITI Aayog reserves the right to reject any Proposal if:
    - a) At any time, a material misrepresentation is made or discovered, or
    - b) The Applicant does not provide, within the time specified by the NITI Aayog, the supplementary information sought by the NITI Aayog for evaluation of the Proposal.
  - (iii) Such misrepresentation/ improper response by the Applicant may lead to the disqualification of the Applicant. If such disqualification/ rejection occurs after the Proposals have been opened and the highest ranking Applicant gets disqualified/ rejected, then the NITI Aayog reserves the right to consider the next best Applicant, or take any other measure as may be deemed fit in the sole discretion of the NITI Aayog, including annulment of the Selection Process.
- 2.1.13 Acknowledgement by Applicant:
- (i) It shall be deemed that by submitting the Proposal, the Applicant has:
    - a) made a complete and careful examination of the RFQ – cum - RFP;
    - b) received all relevant information requested from the NITI Aayog;
    - c) accepted the risk of inadequacy, error or mistake in the information provided in the RFQ – cum - RFP or furnished by or on behalf of the NITI Aayog;
    - d) satisfied itself about all matters, things and information, including matters herein above, necessary and required for submitting an informed Application and

- performance of all of its obligations there under;
- e) acknowledged that it does not have a Conflict of Interest; and
- f) agreed to be bound by the undertaking provided by it under and in term hereof.

(ii) The NITI Aayog and/ or its advisors/ consultants shall not be liable for any omission, mistake or error on the part of the Applicant in respect of any of the above or on account of any matter or thing arising out of or concerning or relating to RFQ - cum-RFP or the Selection Process, including any error or mistake therein or in any information or data given by the NITI Aayog and/ or its consultant.

## 2.2 Clarification and amendment of RFQ – cum - RFP documents

Applicants may seek clarification on this RFQ – cum - RFP document, within seven (7) days of the date of issue of this RFQ – cum - RFP document. Any request for clarification must be sent by standard electronic means (PDF and word file) NITI Aayog’s e-mail: [uksharma@gov.in](mailto:uksharma@gov.in) . The NITI Aayog will endeavour to respond to the queries prior to the Proposal Due Date. The NITI Aayog will post the reply to all such queries on its official website and CPPP portal.

2.2.1 At any time before the submission of Proposals, the NITI Aayog may, for any reason, whether at its own initiative or in response to a clarification requested by a prospective Applicant, modify the RFQ - cum - RFP documents by an amendment. All amendments/ corrigenda will be posted only on the NITI Aayog’s Official Website. In order to afford the Applicants a reasonable time for taking an amendment into account, or for any other reason, the NITI Aayog may at its discretion extend the Proposal Due Date.

2.2.2 Date of Pre-Bid Meeting and venue is mentioned in Data Sheet. Applicants willing to attend the pre-bid meeting should inform NITI Aayog beforehand in writing and email. The maximum number of participants from an applicant, who chose to attend the Pre-Bid Meeting, shall not be more than two per applicant. The representatives attending the Pre-Bid Meeting shall accompany with an authority letter duly signed by the authorized signatory of his/her organization.

## 2.3 Earnest Money Deposit

2.3.1 An Earnest Money Deposit in the form of a Demand Draft/ Bank Guarantee, from a scheduled Indian Bank in favour of **Pay and Account Officer, NITI AAYOG, New Delhi**, payable at New Delhi, for the sum of **Rs. 10,00,000** shall be required to be submitted by each Applicant. The Bank Guarantee shall be in the format of Form 3D.

2.3.2 The Demand Draft/ Bank Guarantee in original shall be placed in an envelope and marked as —EMD— [name of assignment] and Not to be opened except in the presence of evaluation committee. This envelope shall be delivered to NITI AAYOG in physical form before the Proposal Due Date. In addition, a scanned copy (in pdf format) shall also be uploaded on Central Public Procurement Portal (hereinafter referred to as CPPP). Bids received without the specified Earnest Money Deposit Bid Security will be summarily rejected.

2.3.3 NITI Aayog will not be liable to pay any interest on EMD. Bid security of Pre-Qualified but unsuccessful Applicants shall be returned, without any interest, within one month after grant of the work order to the Selected Applicant or when the selection process is cancelled by NITI Aayog. The Selected Applicant’s Earnest Money shall be returned, without any interest upon the Applicant accepting the work order and furnishing the Performance Security in accordance with provision of the RFQ - cum - RFP and work order.

2.3.4 NITI Aayog will be entitled to forfeit and appropriate the Earnest Money Deposit as mutually agreed loss and damage payable to NITI Aayog in regard to the RFQ - cum - RFP without prejudice to NITI Aayog's any other right or remedy under the following conditions:

- (i) If an agency engages in a corrupt practice, fraudulent practice, coercive practice, undesirable practice or restrictive practice as envisaged under this RFQ - cum - RFP (including the Standard Form of work order);
- (ii) If any agency withdraws its Proposal during the period of its validity as specified in this RFQ – cum - RFP and as extended by the Applicant from time to time,
- (iii) In the case of the selected agency, if the selected agency fails to accept the work order or provide the Performance Security within the specified time limit, or if the Applicant commits any breach of terms of this RFQ – cum - RFP or is found to have made a false representation to NITI Aayog.
- (iv) Performance Security equivalent to the amount indicated in this RFQ – cum - RFP shall be furnished before start of work on assignment in form of a Bank Guarantee substantially in the form specified in the RFQ – cum - RFP / work order.
- (v) For the successful bidder the Performance Security shall be retained by NITI Aayog until the completion of the assignment by the Applicant and be released 60 (Sixty) days after the completion of the assignment.

2.3.5 Any entity which has been barred by the Central Government, any State Government, a statutory authority or a public sector undertaking, as the case may be, from participating in any project and the bar subsists as on the date of the Proposal Due Date, would not be eligible to submit a Proposal.

2.3.6 An Applicant should have, during the last 1 (one) year, neither failed to perform on any agreement, as evidenced by imposition of a penalty by an arbitral or judicial authority or a judicial pronouncement or arbitration award against the Applicant or its Associate, nor been expelled from any project or agreement nor have had any agreement terminated for breach by such Applicant or its Associate within India.

## **2.4 Preparation of proposal**

2.4.1 Applicants are requested to submit their Proposal in English language and strictly in the formats provided in this RFQ - cum - RFP. The NITI Aayog will evaluate only those Proposals that are received in the specified forms and complete in all respects.

2.4.2 In preparing their Proposal, Applicants are expected to thoroughly examine the RFQ - cum - RFP Document.

2.4.3 The technical proposal should provide the documents as prescribed in clause 2.6., along with photocopy of PAN Card. No information related to financial proposal should be provided in the technical proposal.

2.4.4 Failure to comply with the requirements spelt out above shall lead to the deduction of marks during the evaluation. Further, in such a case, NITI Aayog will be entitled to reject the Proposal. However, if any information related to financial proposal is included in the technical proposal the applicant shall be disqualified and his proposal will not be considered.

2.4.5 The Proposals must be digitally signed by the Authorized Representative (the - Authorized Representative) as detailed below:

- (i) by the proprietor in case of a proprietary firm;

- (ii) by a partner, in case of a partnership firm and/or a limited liability partnership; or
- (iii) by a duly authorized person holding the Power of Attorney, in case of a Limited Company or a corporation; or

2.4.6 Applicants should note the Proposal Due Date, as specified in Data Sheet, for submission of Proposals. Except as specifically provided in this RFQ - cum - RFP, no supplementary material will be entertained by the NITI Aayog, and the evaluation will be carried out only on the basis of Documents received by the closing time of Proposal Due Date as specified in Data Sheet. Applicants will ordinarily not be asked to provide additional material information or documents subsequent to the date of submission, and unsolicited material if submitted will be summarily rejected. For the avoidance of doubt, the NITI Aayog reserves the right to seek clarifications in case the proposal is non-responsive on any aspects.

2.4.7 **Financial Proposal:** While preparing the Financial Proposal, Applicants are expected to take into account the various requirements and conditions stipulated in this RFQ - cum - RFP document. The Financial Proposal should be a lump sum Proposal inclusive of all the costs including but not limited to all taxes associated with the Assignment. While submitting the Financial Proposal, the Applicant shall ensure the following:

- (i) All the costs associated with the Assignment shall be included in the Financial Proposal. These shall normally cover remuneration for all the personnel (Expatriate and Resident, in the field, office, etc.), accommodation, air fare, transportation, equipment, printing of documents, secondary and primary data collection, etc. The total amount indicated in the Financial Proposal shall be without any condition attached or subject to any assumption, and shall be final and binding. In case any assumption or condition is indicated in the Financial Proposal, it shall be considered non-responsive and liable to be rejected.

- (ii) The Financial Proposal shall take into account all the expenses and tax liabilities and cost of insurance specified in the work order, levies and other impositions applicable under the prevailing law. For the avoidance of doubt, it is clarified that all taxes, **excluding service tax**, shall be deemed to be included in the cost shown under different items of Financial Proposal. The Applicant shall be paid only service tax over and above the cost of Financial Proposal. Further, all payments shall be subjected to deduction of taxes at source as per Applicable Laws.

2.4.8 The proposal should be submitted as per the standard Financial Proposal submission forms prescribed in this RFQ - cum - RFP.

2.4.9 Applicants shall express the price of their services in Indian Rupees only.

## 2.5 Submission, receipt and opening of proposals

2.5.1 The Proposal shall be submitted through e-procurement portal CPPP. The procedure for filing of e-tender is provided on the portal. Files uploaded on the portal should have file name in accordance to following format [form\_name.applicant\_name]. Applicant name should contain only first two words of its name. Proposal received in any other manner shall be summarily rejected.

2.5.2 The Authorized Representative of the Applicant should authenticate EMD Details, Pre-Qualification, Technical and Financial proposal using his digital signatures. The Authorized Representative's authorization should be confirmed by a written power of

attorney by the competent authority accompanying the Proposal.

- 2.5.3 The Applicant shall submit his / her proposal in four covers containing details of EMD, Pre-Qualification Proposal, Technical Proposal and Financial Proposal respectively, on CPPP e-procurement portal. No cover, other than EMD shall be accepted in physical form.
- 2.5.4 No proposal shall be accepted after the closing time for submission of Proposals.
- 2.5.5 After the deadline for submission of proposals the Pre-Qualification Proposal shall be opened by the Evaluation Committee to evaluate whether the Applicants meet the prescribed Minimum Qualification Criteria. The RFP details containing the Earnest Money Deposit, Technical and Financial Proposals shall remain closed.
- 2.5.6 After the Proposal submission until the grant of the work order, if any Applicant wishes to contact the NITI Aayog on any matter related to its proposal, it should do so in writing at the Proposal submission address. Any effort by the firm to influence the NITI Aayog during the Proposal evaluation, Proposal comparison or grant of the work order decisions may result in the rejection of the applicant's proposal.

## **2.6 Proposal Evaluation**

- 2.6.1 As part of the evaluation, the Pre-Qualification Proposal submission shall be checked to evaluate whether the Applicant meets the prescribed Minimum Qualification Criteria. Subsequently the Technical Proposal submission, for Applicants who meet the Minimum Qualification Criteria (-Shortlisted Applicant), shall be checked for responsiveness in accordance with the requirements of the RFQ-cum-RFP and only those Technical Proposals which are found to be responsive would be further evaluated in accordance with the criteria set out in this RFQ-cum-RFP document.
- 2.6.2 Prior to evaluation of Proposals, the NITI Aayog will determine whether each Proposal is responsive to the requirements of the RFQ – cum – RFP at each evaluation stage as indicated below. The NITI Aayog may, in its sole discretion, reject any Proposal that is not responsive hereunder. A Proposal will be considered responsive at each stage only if:

### **RFQ Stage**

- (i) The Pre-Qualification Proposal is received in the form specified in this RFQ cum- RFP,
- (ii) It is received by the Proposed Due Date including any extension thereof in terms hereof,
- (iii) It does not contain any condition or qualification, and
- (iv) It is not non-responsive in terms hereof.

### **RFP Stage**

#### **Technical Proposal**

- (i) The Technical Proposal is received in the form specified in this RFQ-cum-RFP,
- (ii) It is accompanied by the Earnest Money Deposit as specified in this RFQ-cum-RFP,
- (iii) It is received by the Proposed Due Date including any extension thereof in terms hereof;
- (iv) It does not contain any condition or qualification, and
- (v) It is not non-responsive in terms hereof.

## Financial Proposal

- (i) The Financial Proposal is received in the form specified in this RFQ-cum-RFP document,
- (ii) It is received by the Proposed Due Date including any extension thereof in terms hereof,
- (iii) It does not contain any condition or qualification, and
- (iv) It is not non-responsive in terms hereof.

The NITI Aayog reserves the right to reject any Proposal which is non-responsive and no request for alteration, modification, substitution or withdrawal will be entertained by the NITI Aayog in respect of such Proposals. However, NITI Aayog reserves the right to seek clarifications or additional information from the applicant during the evaluation process. The NITI Aayog will subsequently examine and evaluate Proposals in accordance with the Selection Process detailed out below.

2.6.3 As part of the evaluation, the Pre-Qualification Proposals submitted [**in Form 3A**] should fulfill the Minimum Qualification Criteria. In case an Applicant does not fulfill the Minimum Qualification Criteria, the Technical Proposal [**in Form 3E**] of such an Applicant will not be opened and evaluated further. In such cases, the RFP details containing the Technical Proposal, Financial Proposal and Earnest Money Deposit will be not be opened after completion of evaluation of Pre-Qualification.

### 2.6.4 Minimum Qualification Criteria:

All Agencies having following qualifications are invited to participate in the RFP cum-RFQ:

1) The Agency/Consortium must have the following capabilities:

- a) Dedicated Design capabilities.
- b) Dedicated UI/UX capabilities.
- c) Should have previous experience of managing asset/content heavy digital properties.
- d) Portal Design/Development Agency/ Bidder should have at least two tenders' experience in any sector with Government in the last two years.
- e) Portal Design/Development Agency/ Bidder should not be blacklisted by any Central / State Government / Public Sector Undertaking in India.

2) Preference shall be given to new start-ups (partnership firms, LLP and private limited companies not older than 3 years and annual turnover less than Rs. 25 crore) having above capacity.

2.6.5 **Technical Evaluation:** The Evaluation Committee appointed by the NITI Aayog will carry out the evaluation of Proposals on the basis of the following evaluation criteria and points system. If required, the NITI Aayog may seek specific clarifications from any or all Agency (ies) at this stage. The NITI Aayog shall determine the Agency that qualifies for the next phase after reviewing the clarifications provided by the Agency (ies). Each evaluated Proposal will be given a technical score (St) as detailed below. The maximum points/ marks to be given under each of the evaluation criteria are:

S. No.	Evaluation Criteria	Points	Document
A	Proposed Vision, Tool, Platform and Strategy for Knowledge Digital Hub	20	Form 3F
B	Proposed Design and Development flow, features and architecture, proposed Strength of Technology solution (design, scalability, rating by technology analysts like Gartner)	20	Form 3G
C	Credentials of managing asset/content heavy digital properties.	15	Form 3H
D	Compliance to Core Technology Solution Functionality (Section 5: Terms of Reference)	20	Form 3I
E	Technical Presentation, Innovative ideas and suggestions	25	Form 3J
F	Total Marks (A to E)	<b>100</b>	
G	Extra marks for Start-ups (if applicable)**		
	<b>Grand Total (F and G)</b>		

*\*\*Start-ups as defined in the Minimum Qualification Criteria shall be given a weightage of 10% (i.e. their marks shall be enhanced by a 10% of total marks (A to E indicated in above Table).*

A proposal will be considered unsuitable and will be rejected at this stage if it does not respond to important aspects of RFQ - cum - RFP Document and the Terms of Reference.

2.6.6 The proposal is for an Agency to develop a Knowledge Digital Hub which will enable collaboration amongst multiple stakeholders on best practices across multiple sectors as identified by NITI Aayog and thus achieve the objective of a virtual destination for knowledge management. Agencies, who have cleared the minimum qualification score of 70, shall be ranked on the basis of technical score (St) and their financial proposal will be opened.

2.6.7 **Financial Evaluation:** In this process, the financial proposal of the Agency (who develops Virtual Hub for Knowledge Management and Collaboration) declared qualified technically shall be opened by indicating the date and time set for opening of its Financial Proposal. The information of this date and time would be informed through electronic mail / fax/ phone and would also be posted on the website of NITI Aayog.

2.6.8 Selection Procedure:

The cost indicated in the Financial Proposal shall be deemed as final and reflecting the total cost of services and should be stated in INR only. Omissions, if any, in costing of any item shall not entitle the Applicant to be compensated and the liability to fulfil its obligations as per the Terms of Reference within the total quoted price shall be that of the Applicant. The

evaluation shall exclude those taxes, duties, fees, levies and other charges imposed under the Applicable Law as applicable on foreign and domestic inputs. The lowest Financial Proposal (Fm) will be given a financial score (Sf) of 100 points. The financial scores (Sf) of the other Financial Proposals will be determined using the following formula:

$$Sf = 100 \times Fm/F;$$

in which Sf is the financial score, Fm is the lowest Financial Proposal, and F is the Financial Proposal (in INR) under consideration.

Proposals will be finally be ranked in accordance with their combined technical (St) and financial (Sf) scores:

$$S = St \times Tw + Sf \times Fw;$$

where S is the combined score, and Tw and Fw are weights assigned to Technical Proposal and Financial Proposal that will be 0.80:0.20.

- 2.6.9 The Agency achieving the highest combined technical and financial score will be considered to be the successful and will be issued the work order (the —Successful Applicant)

## **2.7 Grant of Work Order**

- 2.7.1 After selection, a Work Order will be issued, in duplicate, by the NITI Aayog to the Successful Applicant and the Successful Applicant shall, within 7 (seven) days of the receipt of the work order, sign and return the duplicate copy of the work order in acknowledgement thereof. In the event the duplicate copy of the work order duly signed by the Successful Applicant is not received by the stipulated date, the NITI Aayog may, unless it consents to extension of time for submission thereof, appropriate the Earnest Money Deposit of such Applicant as mutually agreed genuine pre-estimated loss and damage suffered by the NITI Aayog on account of failure of the Successful Applicant to acknowledge the work order, and the next highest ranking Applicant may be considered.

- 2.7.2 **Performance Security:** Performance Security equivalent to 10 (ten) percent of the total cost of Financial Proposal shall be furnished from a Nationalized/Scheduled Bank, before start of work on assignment, in form of a Bank Guarantee substantially in the form specified at Annexure of the work order. For the successful bidder the Performance Security will be retained by NITI Aayog until the completion of the assignment by the Applicant and be released 60 (Sixty) Days after the completion of the assignment.

## **2.8 Confidentiality**

Information relating to evaluation of proposals and recommendations concerning grant of the work order shall not be disclosed to the applicants who submitted the proposals or to other persons not officially concerned with the process, until the winning firm has been notified that has been given the work order.

## **2.9 Fraud and corrupt practices**

- 2.9.1 The Applicants and their respective officers, employees, agents and advisers shall observe the highest standard of ethics during the Selection Process.

Notwithstanding anything to the contrary contained in this RFQ - cum - RFP, the NITI Aayog will reject a Proposal without being liable in any manner whatsoever to the Applicant, if it determines that the Applicant has, directly or indirectly or through an agent, engaged in corrupt practice, fraudulent practice, coercive practice, undesirable practice or restrictive practice (collectively the —Prohibited Practices) in the Selection Process. In such an event, the NITI Aayog will, without prejudice to its any other rights or remedies, forfeit and appropriate the Earnest Money Deposit, as mutually agreed genuine pre-estimated compensation and damages payable to the NITI Aayog for, inter alia, time, cost and effort of the NITI Aayog, in regard to the RFQ - cum - RFP, including consideration and evaluation of such Applicant’s Proposal.

2.9.2 Without prejudice to the rights of the NITI Aayog under this Clause, hereinabove and the rights and remedies which the NITI Aayog may have under the work order or the Agreement, if an Applicant or Agency, as the case may be, is found by the NITI Aayog to have directly or indirectly or through an agent, engaged or indulged in any corrupt practice, fraudulent practice, coercive practice, undesirable practice or restrictive practice during the Selection Process, or after the issue of the work order or the execution of the Agreement, such Applicant or Agency shall not be eligible to participate in any tender or RFQ – cum - RFP issued by the NITI Aayog during a period of 2 (two) years from the date such Applicant or Agency, as the case may be, is found by the NITI Aayog to have directly or through an agent, engaged or indulged in any corrupt practice, fraudulent practice, coercive practice, undesirable practice or restrictive practice, as the case may be.

2.9.3 For the purpose of this Clause, the following terms shall have the meaning hereinafter respectively assigned to them:

2.9.3.1 Corrupt practice means (i) the offering, giving, receiving, or soliciting, directly or indirectly, of anything of value to influence the action of any person connected with the Selection Process (for avoidance of doubt, offering of employment to or employing or engaging in any manner whatsoever, directly or indirectly, any official of the NITI Aayog who is or has been associated in any manner, directly or indirectly with the Selection Process or the work order or has dealt with matters concerning the Agreement or arising there from, before or after the execution thereof, at any time prior to the expiry of one year from the date such official resigns or retires from or otherwise ceases to be in the service of the NITI Aayog, shall be deemed to constitute influencing the actions of a person connected with the Selection Process; or (ii) save as provided herein, engaging in any manner whatsoever, whether during the Selection Process or after the issue of the work order or after the execution of the Agreement, as the case may be, any person in respect of any matter relating to the Project or the work order or the Agreement, who at any time has been or is a legal, financial or technical consultant/ adviser of the NITI Aayog in relation to any matter concerning the Project;

a) “fraudulent practice” means a misrepresentation or omission of facts or disclosure of incomplete facts, in order to influence the Selection

Process;

- b) “coercive practice” means impairing or harming or threatening to impair or harm, directly or indirectly, any persons or property to influence any person’s participation or action in the Selection Process;
- c) “undesirable practice” means (i) establishing contact with any person connected with or employed or engaged by the NITI Aayog with the objective of canvassing, lobbying or in any manner influencing or attempting to influence the Selection Process; or (ii) having a Conflict of Interest; and
- d) “restrictive practice” means forming a cartel or arriving at any understanding or arrangement among Applicants with the objective of restricting or manipulating a full and fair competition in the Selection Process.

## 2.10 Pre-Bid Meeting

- 2.10.1 Pre-Bid Meeting of the Applicants will be convened off-line at the designated date, time and place. A maximum of two representatives of each Applicant will be allowed to participate on production of an authorization letter from the Applicant [Form 3A].
- 2.10.2 During the course of Pre-Bid Meeting, the Applicants will be free to seek clarifications and make suggestions for consideration of the NITI Aayog. The NITI Aayog will endeavour to provide clarifications and such further information as it may, in its sole discretion, consider appropriate for facilitating a fair, transparent and competitive selection process.

## 2.11 Miscellaneous

- 2.11.1 The Selection Process shall be governed by, and construed in accordance with, the laws of India and the Courts at New Delhi shall have exclusive jurisdiction over all disputes arising under, pursuant to and/or in connection with the Selection Process.
- 2.11.2 The NITI Aayog, in its sole discretion and without incurring any obligation or liability, reserves the right, at any time, to:
  - 2.11.2.1 suspend and/or cancel the Selection Process and/or amend and/or supplement the Selection Process or modify the dates or other terms and conditions relating thereto;
  - 2.11.2.2 consult with any Applicant in order to receive clarification or further information;
  - 2.11.2.3 retain any information and/or evidence submitted to the NITI Aayog by, on behalf of and/or in relation to any Applicant; and/or
  - 2.11.2.4 independently verify, disqualify, reject and/or accept any and all submissions or other information and/or evidence submitted by or on behalf of any Applicant.
- 2.11.3 It shall be deemed that by submitting the Proposal, the Applicant agrees and releases the NITI Aayog, its employees, agents and advisers, irrevocably, unconditionally, fully and finally from any and all liability for claims, losses, damages, costs, expenses or liabilities in any way related to or arising from the exercise of any rights and/or performance of any obligations hereunder, pursuant hereto and/or in connection herewith and waives any and all rights and/ or claims

it may have in this respect, whether actual or contingent, whether present or future.

- 2.11.4 All documents and other information provided by NITI Aayog or submitted by an Applicant to NITI Aayog shall remain or become the property of NITI Aayog. Applicants and the Agency, as the case may be, are to treat all information as strictly confidential. NITI Aayog will not return any Proposal or any information related thereto. All information collected, analyzed, processed or in whatever manner provided by the Applicant to NITI Aayog in relation to the assignment shall be the property of NITI Aayog.
- 2.11.5 NITI Aayog reserves the right to make inquiries with any of the Applicants about their previous experience record.

**2.12 Tentative schedule for selection process**

NITI Aayog will endeavour to follow the following schedule. Any change in the schedule will be notified on the website of NITI Aayog and CPPP:

Date of issue of RFQ – cum – RFP	June 8, 2017
Last date for receiving queries/requests for clarifications	June 14, 2017 (by 1400 Hrs)
Pre-Bid Meeting	June 14, 2017
NITI Aayog’s response to queries/requests for clarifications	June 16, 2017
Proposal Due Date	June 29, 2017, (1500 Hrs)
Opening of Technical Proposals	June 29, 2017
Presentation by pre-qualified bidders	July 5, 2017
Display of scores of technically qualified bidders	July 12, 2017
Opening of Financial Proposal	July 14, 2017

### 2.13 Data Sheet

Reference	Description
Section 1, Point 3	The objective is to seek the services of an Agency for “Study, Design, Development, Implementation and Maintenance of Knowledge Digital Hub for Government Best Practices.
Section 1, Point 4	The method of selection is Combined Quality cum Cost Based Selection (CQCBS) using 80:20 weightage for quality and cost respectively.
2.1.1	The name of client: NITI Aayog, Government of India
2.3.4 (v)	The proposal of the applicant shall be valid for 60 (sixty) days from the Proposal Due Date.
2.2	Clarification must be requested on or before June 16, 2017 (by 1400 Hrs). Applicants shall share the MS Word or PDF file in soft copy of pre-bid queries at the time of requesting clarifications. The e-mail address for requesting clarification is: <a href="mailto:uksharma@gov.in">uksharma@gov.in</a>
2.3	Project Duration: The Build phase of the project is expected to be completed within 12 weeks from issue of Work Order. Subsequently, the Agency is required to Maintain and Operate the Digital/Virtual Hub for Government Best Practices for 1 year.
2.2.2	Date & Time of pre bid meeting – June 16, 2017 at 2.30 p.m. at the Official Address: Committee Room (228), NITI Aayog, Sansad Marg, New Delhi-110001
2.5	The last date of submission of Proposal is June 29, 2017 by 1500 Hours (IST). The proposal will be submitted online on CPPP. The address for submission of EMD/Bank Guarantee is Adviser (S&T), Room No. 226, NITI Aayog, Sansad Marg, New Delhi 110 001
2.5.1	Software Licenses for building the Knowledge Digital Hub should be Perpetual in nature. Proposed technology provider/OEM should have registered office and R&D capabilities in India. For participation in this Tender, Manufacturer Authorisation Certificate (MAF) from Original Equipment Manufacturer (OEM) is to be submitted
2.5.3	Applicants must submit: <ul style="list-style-type: none"> <li>• EMD</li> <li>• Pre-Qualification Proposal</li> <li>• Technical proposal</li> <li>• Financial proposal</li> </ul> Through Central Public Procurement Portal only. No physical bid will be accepted.
2.4.9	The applicant to state cost in Indian Rupees only.

### **Section 3: Pre-Qualification and Technical Proposal – Standard Forms**

Form 3A	Pre – Qualification Proposal Submission Form
Form 3B	Self-certification of Minimum Eligibility
Form 3C	Format for Power of Attorney for Authorized representative
Form 3D	Format of Bank Guarantee for Earnest Money Deposit
Form 3E	Technical Proposal Submission Form
Form 3F	Proposed Vision, Tool, Platform and Strategy for India Knowledge Hub
Form 3G	Proposed Design and Development flow, features and architecture proposed Strength of Technology solution (design, scalability, rating by technology analysts like Gartner)
Form 3H	Credentials of managing asset/content heavy digital properties.
Form 3I	Compliance to Core Technology Solution Functionality (Section 5: Terms of Reference)
Form 3J	Technical Presentation & Innovative ideas and suggestions
Form 3K	Start-up Documents



## Form 3A: Pre-Qualification Proposal Submission Form

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[Location  
, Date]

To  
Adviser (S&T),  
NITI Aayog,  
Sansad Marg,  
New Delhi-110001

**RFQ – cum - RFP dated [date] for selection of Agency who develops  
a Virtual Hub for Knowledge Management and Collaboration for  
NITI Aayog**

Dear Sir,

With reference to your RFQ – cum - RFP Document dated [date], we, having examined all relevant documents and understood their contents, hereby submit our Pre-Qualification Proposal for selection as [name of assignment]. The Proposal is unconditional and unqualified.

We are submitting our Proposal as [name of the Applicant].

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

Further:

1. We acknowledge that NITI Aayog will be relying on the information provided in the Proposal and the documents accompanying the Proposal for selection of the Agency, and we certify that all information provided in the Proposal and in the supporting documents is true and correct, nothing has been omitted which renders such information misleading; and all documents accompanying such Proposal are true copies of their respective originals.
2. This statement is made for the express purpose of appointment as the Agency for the aforesaid Project.
3. We shall make available to NITI Aayog any additional information it may deem necessary or require for supplementing or authenticating the Proposal.
4. We acknowledge the right of NITI Aayog to reject our application without assigning any reason or otherwise and hereby waive our right to challenge the same on any account whatsoever.
5. We certify that in the last one year, we have neither failed to perform on any assignment or contract, as evidenced by imposition of a penalty by an arbitral or judicial authority or a judicial pronouncement or arbitration award against the Applicant, nor been expelled from any project, assignment or contract by any public authority nor have had any assignment or contract terminated by any public authority for

breach on our part.

6. We declare that:
  - a) We have examined and have no reservations to the RFQ – cum - RFP, including any Addendum issued by the Authority;
  - b) We do not have any conflict of interest in accordance with the terms of the RFQ – cum - RFP;
  - c) We have not directly or indirectly or through an agent engaged or indulged in any corrupt practice, fraudulent practice, coercive practice, undesirable practice or restrictive practice, as defined in the RFQ – cum - RFP document, in respect of any tender or request for proposal issued by or any agreement entered into with NITI Aayog or any other public sector enterprise or any government, Central or State; and
  - d) We hereby certify that we have taken steps to ensure that no person acting for us or on our behalf will engage in any corrupt practice, fraudulent practice, coercive practice, undesirable practice or restrictive practice.
7. We understand that NITI Aayog may cancel the selection process at any time and that NITI Aayog is neither bound to accept any Proposal that you may receive nor to select the Agency, without incurring any liability to the Applicants.
8. We certify that in regard to matters other than security and integrity of the country, we or any of our affiliates have not been convicted by a court of law or indicted or adverse orders passed by a regulatory authority which would cast a doubt on our ability to undertake the Project or which relates to a grave offence that outrages the moral sense of the community.
9. We further certify that in regard to matters relating to security and integrity of the country, we have not been charge-sheeted by any agency of the Government or convicted by a court of law for any offence committed by us or by any of our affiliates. We further certify that neither we nor any of our consortium members have been barred by the central government, any state government, a statutory body or any public sector undertaking, as the case may be, from participating in any project or bid, and that any such bar, if any, does not subsist as on the date of this RFQ – cum - RFP.
10. We further certify that no investigation by a regulatory authority is pending either against us or against our affiliates or against our CEO or any of our Directors/ Managers/ employees.
11. We hereby irrevocably waive any right or remedy which we may have at any stage at law or howsoever otherwise arising to challenge or question any decision taken by NITI Aayog in connection with the selection of Agency or in connection with the selection process itself in respect of the above mentioned Project.

12. We agree and understand that the proposal is subject to the provisions of the RFQ – cum - RFP document. In no case, shall we have any claim or right of whatsoever nature if the Project is not awarded to us or our proposal is not opened or rejected.
13. We agree to keep this offer valid for 60 (sixty) days from the PDD specified in the RFQ – cum - RFP.
14. A Power of Attorney in favour of the authorized signatory to sign and submit this Proposal and documents is attached herewith.
15. The Technical and Financial Proposal is being submitted in a separate cover. This Pre- Qualification Proposal read with the Technical and Financial Proposal shall constitute the application which shall be binding on us.
16. We agree and undertake to abide by all the terms and conditions of the RFQ – cum - RFP Document.

We remain,

Yours sincerely,

Authorized Signature [In full and initials]:

Name and Title of Signatory:

Name of Firm:

Address:

Telephone:

Fax:

(Name and seal of the Applicant/Member in Charge)

**Form 3B: Self-certification of Minimum Eligibility (In case of a Consortium:  
Lead bidder to submit the same)**

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[Location, Date]

Here give a certificate that the Agency who develops a Knowledge Digital Hub for Knowledge Management and Collaboration has the following capabilities\*:

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*\*If at any time it is found out that the Agency did not have the capabilities as enumerated above, NITI Aayog may put the Agency in negative list without prejudice to any other civil/ criminal action under the law and forfeiture of the earnest money deposit.*

**In case of a Consortium submit Form 3C-1**

**Form 3C: Format for Power of Attorney for Authorized Representative**

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Know all men by these presents, We, [name of organization and address of the registered office] do hereby constitute, nominate, appoint and authorize Mr / Ms [name], son/ daughter/ wife of [name], and presently residing at [address], who is presently employed with/ retained by us and holding the position of [designation] as our true and lawful attorney (hereinafter referred to as the —Authorized Representative)), with power to sub- delegate to any person, 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 Proposal for and selection as Agency who develops a Knowledge Digital Hub for Knowledge Management and Collaboration [name of assignment], to be developed by NITI AAYOG (the Authority) including but not limited to signing and submission of all applications, proposals and other documents and writings, participating in pre-bid and other conferences and providing information/ responses to the Authority, representing us in all matters before the Authority and undertakings consequent to acceptance of our proposal and generally dealing with the Authority in all matters in connection with or relating to or arising out of our Proposal for the said Project and/or upon award thereof to us until accepting the work order with the Authority.

AND, we do hereby agree to ratify and confirm all acts, deeds and things lawfully done or caused to be done by our said Authorized Representative 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 Authorized Representative in exercise of the powers hereby conferred shall and shall always be deemed to have been done by us.

IN WITNESS WHEREOF WE, [name of organization], THE ABOVE NAMED PRINCIPAL HAVE EXECUTED THIS POWER OF ATTORNEY ON THIS [date in words] DAY OF [month] [year in \_\_yyyy' format].

For [name and registered address of organization]  
[Signature] [Name]

[Designation]

Witnesses:

1. [Signature, name and address of witness]

2. [Signature, name and address of

Witness] Accepted

Signature] [Name]

[Designation]

[Address] Notes:

1. 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 executant(s) and when it is so required the same should be under seal affixed in accordance with the required procedure.
2. Wherever required, the Applicant should submit for verification the extract of the charter documents and other documents such as a resolution/power of attorney in favour of the person executing this Power of Attorney for the delegation of power hereunder on behalf of the Applicant.
3. For a Power of Attorney executed and issued overseas, the document will also have to be legalized by the Indian Embassy and notarized in the jurisdiction where the Power of Attorney is being issued. However, the Power of Attorney provided by Applicants from countries that have signed The Hague Legislation Convention, 1961 are not required to be legalized by the Indian Embassy if it carries a conforming Apostille certificate.

**Form 3C – 1 Power of Attorney for Lead Member of Consortium**

(On a Stamp Paper of relevant value) Power of Attorney

Whereas the NITI Aayog (“the Authority”) has invited applications from interested parties for “Social Media Management (the “Project”).

Whereas, .....and .....(collectively the “Consortium”) Members of the Consortium are interested in applying being for the Project in accordance with terms and the conditions of the Tender Document and other connected documents in respect of the Project, and Whereas, it is necessary for the Members of the Consortium to designate one of them as the Lead Member with all necessary power and authority to do for and on behalf of the Consortium, all acts, deeds and things as may be necessary in connection with the Consortium’s bid for the Project and its execution.

NOW THEREFORE KNOW ALL MEN BY THESE PRESENTS

We, ..... M/s. .... and having our registered office collectively at .....(herein after referred as to the “Principals”) hereby irrevocably nominate, appoint, designate, constitute and authorise M/S..... having its registered office at ....., being one of the Members of the Consortium, as the Lead Member and true and lawful attorney of the Consortium (hereinafter referred to as the “Attorney”).

We hereby irrevocably authorise the Attorney (with power to sub-delegate) to conduct all business for on behalf of the Consortium and any one of us during the bidding process and, in the event the Consortium is shortlisted or awarded for award concession/work Order, during execution of Project and in this regard, to do on our behalf of the Consortium, all or any of such acts, things are as necessary or deeds or required or incidental to prequalification of the Consortium and submission of its bid for the Project, including but not limited to signing and submission of all applications, bids and other documents and writings, participate in applicants and other conferences, respond to queries, submit information/undertakings documents, sign and execute Work Orders and consequent to acceptance of the bid of the Consortium and generally to represent the Consortium in its all dealings with the Authority, and/ or any other Government Agency or any person, all matters in connection relating with or arising out the Consortium’s bid for the Project and/or upon award till the Agreement is

entered with the Authority.

AND hereby agree to ratify and confirm and do hereby 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 Project

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/Consortium.

IN WITNESS WHEREOF WE THE PRINCIPALS ABOVE NAMED HAVE EXECUTED THIS POWER OF

ATTORNEY ON THIS ..... DAY OF..... 2017

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.

Also, wherever required, the Applicant should submit for verification the extract of the charter documents and documents such as a board or shareholders' resolution/ power of attorney in favour of the person executing this Power of Attorney for the delegation of power hereunder on behalf of the Applicant.

### Form 3D: Format of Bank Guarantee for Earnest Money Deposit

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BG No.

Date:

1. In consideration of you, NITI Aayog, Government of India, New Delhi — 110 001 (hereinafter referred to as the —Authority which expression shall, unless repugnant to the context or meaning thereof, include its administrators, successors and assigns) having agreed to receive the proposal of [**Name of company**], (hereinafter referred to as the —Bidder which expression shall unless it be repugnant to the subject or context thereof include its successors and assigns), for appointment as Agency for [name of assignment] pursuant to the RFQ – cum - RFP Document dated [date] issued in respect of the Assignment and other related documents including without limitation the draft work order for services (hereinafter collectively referred to as —RFQ – cum - RFP Documents), we [Name of the Bank] having our registered office at [registered address] and one of its branches at [branch address] (hereinafter referred to as the —Bank), at the request of the Bidder, do hereby in terms of relevant clause of the RFQ – cum - RFP Document, irrevocably, unconditionally and without reservation guarantee the due and faithful fulfillment and compliance of the terms and conditions of the RFQ – cum - RFP Document by the said Bidder and unconditionally and irrevocably undertake to pay forthwith to the Authority an amount of Rs. [in figures] ([in words]) (hereinafter referred to as the —Guarantee) as our primary obligation without any demur, reservation, recourse, contest or protest and without reference to the Bidder if the Bidder shall fail to fulfill or comply with all or any of the terms and conditions contained in the said RFQ – cum - RFP Document.
2. Any such written demand made by the Authority stating that the Bidder is in default of the due and faithful fulfillment and compliance with the terms and conditions contained in the RFQ – cum - RFP Document shall be final, conclusive and binding on the Bank. We, the Bank, further agree that the Authority shall be the sole judge to decide as to whether the Bidder is in default of due and faithful fulfillment and compliance with the terms and conditions contained in the RFQ – cum - RFP Document including, Document including without limitation, failure of the said Bidder to keep its Proposal valid during the validity period of the Proposal as set forth in the said RFQ – cum - RFP Document, and the decision of the Authority that the Bidder is in default as aforesaid shall be final and binding on us, notwithstanding any differences between the Authority and the Bidder or any dispute pending before any court, tribunal, arbitrator or any other authority.
3. We, the Bank, do hereby unconditionally undertake to pay the amounts due and payable under this Guarantee without any demur, reservation, recourse, contest or protest and without any reference to the Bidder or any other person and irrespective of whether the claim of the Authority is disputed by the Bidder or not, merely on the first demand from the Authority stating that the amount claimed is due to the Authority by reason of failure of the Bidder to fulfill and comply with the terms and conditions contained in the RFQ – cum - RFP

Document including without limitation, failure of the said Bidder to keep its Proposal valid during the validity period of the Proposal as set forth in the said RFQ – cum - RFP Document for any reason whatsoever. Any such demand made on the Bank shall be conclusive as regards amount due and payable by the Bank under this Guarantee. However, our liability under this Guarantee shall be restricted to an amount not exceeding Rs. [in figures] ([in words]).

4. This Guarantee shall be irrevocable and remain in full force for a period of 60 (sixty) days from the Proposal Due Date and a further claim period of thirty (30) days or for such extended period as may be mutually agreed between the Authority and the Bidder, and agreed to by the Bank, and shall continue to be enforceable until all amounts under this Guarantee have been paid.
5. The Guarantee shall not be affected by any change in the constitution or winding up of the Bidder or the Bank or any absorption, merger or amalgamation of the Bidder or the Bank with any other person.
6. In order to give full effect to this Guarantee, the Authority shall be entitled to treat the Bank as the principal debtor. The Authority shall have the fullest liberty without affecting in any way the liability of the Bank under this Guarantee from time to time to vary any of the terms and conditions contained in the said RFQ – cum - RFP Document or to extend time for submission of the Proposals or the Proposal validity period or the period for conveying of Letter of Acceptance to the Bidder or the period for fulfillment and compliance with all or any of the terms and conditions contained in the said RFQ – cum - RFP Document by the said Bidder or to postpone for any time and from time to time any of the powers exercisable by it against the said Bidder and either to enforce or forbear from enforcing any of the terms and conditions contained in the said RFQ – cum - RFP Document or the securities available to the Authority, and the Bank shall not be released from its liability under these presents by any exercise by the Authority of the liberty with reference to the matters aforesaid or by reason of time being given to the said Bidder or any other forbearance, act or omission on the part of the Authority or any indulgence by the Authority to the said Bidder or by any change in the constitution of the Authority or its absorption, merger or amalgamation with any other person or any other matter or thing whatsoever which under the law relating to sureties would but for this provision have the effect of releasing the Bank from its such liability.
7. Any notice by way of request, demand or otherwise hereunder shall be sufficiently given or made if addressed to the Bank and sent by courier or by registered mail to the Bank at the address set forth herein.
8. We undertake to make the payment on receipt of your notice of claim on us addressed to [Name of bank along with branch address] and delivered at our above branch which shall be deemed to have been duly authorized to receive the said notice of claim.
9. It shall not be necessary for the Authority to proceed against the said Bidder before proceeding against the Bank and the guarantee herein contained shall be enforceable against the Bank, notwithstanding any other security which the Authority may have obtained from the said Bidder or any other person and which shall, at the time when proceedings are taken against the Bank hereunder, be outstanding or unrealized.

10. We, the Bank, further undertake not to revoke this Guarantee during its currency except with the previous express consent of the Authority in writing.
11. The Bank declares that it has power to issue this Guarantee and discharge the obligations contemplated herein, the undersigned is duly authorized and has full power to execute this Guarantee for and on behalf of the Bank.
12. For the avoidance of doubt, the Bank's liability under this Guarantee shall be restricted to Rs. [in figures] ([in words]). The Bank shall be liable to pay the said amount or any part thereof only if the Authority serves a written claim on the Bank in accordance with paragraph 8 hereof, on or before [date].

Signed and Delivered by [name of bank]

By the hand of Mr. /Ms. [name], it's [designation] and authorized official.

(Signature of the Authorized Signatory)

(Official Seal)

Notes:

- The Bank Guarantee should contain the name, designation and code number of the officer(s) signing the Guarantee.
- The address, telephone number and other details of the Head Office of the Bank as well as of issuing Branch should be mentioned on the covering letter of issuing Branch.

## Form 3E: Technical Proposal Submission Form

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*[Bidders / Consortium of Bidders are required to submit the covering letter as given here on their letterhead]*

[Location, Date]

The  
Adviser (S&T)  
Room No. 226, NITI Aayog,  
Sansad Marg,  
New Delhi-110001

**RFQ – cum - RFP dated [date] for selection for [name of assignment]**

Sir,

With reference to your RFQ – cum - RFP Document dated [date], we <name of agency>, having examined all relevant documents and understood their contents, hereby submit our Technical Proposal for selection as [name of assignment]. The Proposal is unconditional and unqualified.

We are submitting our Proposal as [name of the applicant].

If negotiations are held during the period of validity of the Proposal, we undertake to negotiate in accordance with the RFQ – cum - RFP. Our Proposal is binding upon us, subject only to the modifications resulting from negotiations in accordance with the RFQ – cum - RFP.

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

Further:

1. We acknowledge that NITI Aayog will be relying on the information provided in the Proposal and the documents accompanying the Proposal for selection of the Agency, and we certify that all information provided in the Proposal and in the supporting documents is true and correct, nothing has been omitted which renders such information misleading; and all documents accompanying such Proposal are true copies of their respective originals.
2. This statement is made for the express purpose of appointment as the Agency for the aforesaid Project.
3. We shall make available to NITI Aayog any additional information it may deem necessary or require for supplementing or authenticating the Proposal.
4. We acknowledge the right of NITI Aayog to reject our application without assigning any reason or otherwise and hereby waive our right to challenge the same on any account whatsoever.
5. We certify that in the last 3 (three) years, we have neither failed to perform on any assignment or contract, as evidenced by imposition of a penalty by an arbitral or judicial authority or a judicial pronouncement or arbitration award against the Applicant, nor been expelled from any project, assignment or

contract by any public authority nor have had any assignment or contract terminated by any public authority for breach on our part.

6. We declare that:
  - a) We have examined and have no reservations to the RFQ – cum - RFP, including any Addendum issued by the Authority;
  - b) We do not have any conflict of interest in accordance with the terms of the RFQ – cum - RFP;
  - c) We have not directly or indirectly or through an agent engaged or indulged in any corrupt practice, fraudulent practice, coercive practice, undesirable practice or restrictive practice, as defined in the RFQ – cum - RFP document, in respect of any tender or request for proposal issued by or any agreement entered into with NITI Aayog or any other public sector enterprise or any government, Central or State; and
  - d) We hereby certify that we have taken steps to ensure that no person acting for us or on our behalf will engage in any corrupt practice, fraudulent practice, coercive practice, undesirable practice or restrictive practice.
7. We understand that you may cancel the selection process at any time and that you are neither bound to accept any Proposal that you may receive nor to select the Agency, without incurring any liability to the Applicants.
8. We certify that in regard to matters other than security and integrity of the country, we or any of our affiliates have not been convicted by a court of law or indicted or adverse orders passed by a regulatory authority which would cast a doubt on our ability to undertake the Project or which relates to a grave offence that outrages the moral sense of the community.
9. We further certify that in regard to matters relating to security and integrity of the country, we have not been charge-sheeted by any agency of the Government or convicted by a court of law for any offence committed by us or by any of our affiliates. We further certify that neither we nor any of our consortium members have been barred by the central government, any state government, a statutory body or any public sector undertaking, as the case may be, from participating in any project or bid, and that any such bar, if any, does not subsist as on the date of this RFQ – cum - RFP.
10. We further certify that no investigation by a regulatory authority is pending either against us or against our affiliates or against our CEO or any of our Directors/ Managers/ employees.
11. We hereby irrevocably waive any right or remedy which we may have at any stage at law or howsoever otherwise arising to challenge or question any decision taken by NITI Aayog in connection with the selection of Agency or in connection with the selection process itself in respect of the above mentioned Project.
12. We agree and understand that the proposal is subject to the provisions of the RFQ – cum - RFP document. In no case, shall we have any claim or right of

whatsoever nature if the Project is not awarded to us or our proposal is not opened or rejected.

13. The Financial Proposal is being submitted in a separate cover. This Technical Proposal read with the Financial Proposal shall be binding on us.
14. We agree and undertake to abide by all the terms and conditions of the RFQ – cum - RFP Document.

We remain,

Yours sincerely,

Authorized Signature [In full and

initials]: Name and Title of

Signatory: Name of

Firm:

Address:

Telephone:

Fax:

(Name and seal of the Applicant/Member in Charge)

**Form 3F: Proposed Vision, Tool, Platform and Strategy for Knowledge Digital Hub**

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1. Proposed Vision to build brand

2. Tools proposed

For participation in this Tender, Manufacturer Authorisation Certificate (MAF) from Original Equipment Manufacturer (OEM) is to be submitted

3. Platforms proposed

4. Proposed Strategy

5. Other components proposed, if any

**Form 3G:**

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Proposed Design and Development flow, features and architecture, proposed Strength of Technology solution (design, scalability, rating by technology analysts like Gartner)

[Location, Date]

**Form 3H : Credentials of managing asset/content heavy digital properties.**

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**Form 3I: Compliance to Core Technology Solution Functionality  
(Section 5: Terms of Reference)**

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**Form 3J: Technical Presentation, Innovative ideas and suggestions**

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[Location, Date]

Here provide the Technical Presentation on the overall Development of Knowledge Digital Hub along with Innovative ideas and suggestions presented outside the scope of work

### Form 3K: Start-up Documents

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Applicant to provide the following documents as applicable for a Start-up company not older than 3 years:

- Incorporation certificate for private limited company.
- Registration certificate for LLP/ Partnership firms.
- Certificate of turnover.

It is certified that the turnover of the Agency has not exceeded Rs. 25 crore in any of the financial years upto 31<sup>st</sup> March, 2017.

Name

Firm

Membership Number

(Official Seal)

## **Section 4: Financial Proposal – Standard Forms**

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Form 4A: Financial Proposal Submission

Form 4B: Summary of Costs

**Form 4A: Financial Proposal Submission Form**

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[Location]

[Date]

To

Adviser (S&T)  
Room No. 226, NITI Aayog,  
Sansad Marg ,  
New Delhi-110001

Dear Sir,

**Subject: Services for [name of assignment].**

We, the undersigned, offer to provide the services for [name of assignment] in accordance with your Request for Qualification – cum - Request for Proposal dated [date] and our Proposal. Our attached Financial Proposal is for the sum of [amount(s) in words and figures].

Our Financial Proposal shall be binding upon us subject to the modifications resulting from arithmetic correction, if any, up to expiration of the validity period of the Proposal, i.e. [date].

We undertake that, in competing for (and, if the award is made to us, in executing) the above assignment, we will strictly observe the laws against fraud and corruption in force in India namely —Prevention of Corruption Act 1988.

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

Yours sincerely,

Authorized Signature [In full and initials]:

Name and Title of Signatory:

Name of Firm:

Address:

**Form 4B: Summary of Costs**

S. No.	Scope of Work	INR
<b>PART A. Responsive Design and Development for Knowledge Digital Hub for Knowledge Management and Collaboration</b>		
i.		
<b>Bid value (Excluding of all taxes)</b>		
<b>PART B. Maintenance of Virtual Hub for 1 year</b>		
i.	Monthly Fee	Monthly Fee X 12
<b>Bid value (Excluding of all taxes)</b>		
<b>TOTAL BID VALUE (Excluding of all taxes) PART A + PART B</b>		

*Notes:*

- The prices stated in the Contract shall be deemed to include all amounts payable for the use of patents, copyrights, registered charges, trademarks and payments for any other intellectual property rights.
- For the purpose of evaluation for Selection of Bidder, the total cost exclusive of taxes of all the above will be considered. This is being done keeping in view the GST implementation.
- Bidder must submit their financial bid for the total scope of work.
- Software Licenses for building the Knowledge Digital Hub should be Perpetual in nature.
- The assignment or engagement of the firm can be extended up to 3 years.
- 5% escalation is allowed on the cost for each consecutive year.
- Service tax would be payable at the applicable rates as may be in force from time to time.
- Proposed technology provider/OEM should have registered office and R&D capabilities in India

**For Financial Evaluation, the total fee for the period will be considered.** This Fixed Annual Fee will cover costs/expenses of the Agency for undertaking work as detailed in the Scope of Work.

Break-up of costs for each of the items of work listed in the Scope of Work are to be submitted on a separate sheet of paper. This break-up of individual costs will **not** be

considered for financial evaluation.

## **Section 5: Terms of Reference**

### **Scope of Work**

The technology and process framework of the Knowledge Digital Hub for Government Best Practices should encompass the following features:

1. Provide most current information on policies, programmes and best practices including a collection of process documents and other texts that help define good governance. This could include:
  - a. State Forward Report.
  - b. Civil Services day entries, Speeches, UNDP reports, GR, Circulars, Acts, Notification, Office manual, Memorandum, etc.
  - c. Reports of the GoI in different sectors in last three years.
  - d. Papers/ report of Samaawesh partners.
  - e. Scholarly papers/ Newspaper cuttings/ magazine clippings.
  - f. Evaluation and monitoring reports of important Schemes.
  - g. Outcome budgets.
2. Creation of multiple knowledge repositories and sub-repositories (typically, each repository would be a critical business process/e-governance theme/government priority/mission mode project)
3. Administration and Content Management of each repository by a knowledge champion
4. Ability for all government staff to upload (contribute) knowledge into repositories and to download and reuse knowledge from repositories.
5. Creation of communities of experts / virtual groups.
6. Personalization - individual users must be able to subscribe to selected repositories that are of relevance and interest to them and create their personal library of selected knowledge submissions.

7. Access control - Capability to provide restricted access to certain government employees; or certain sections only to specific users, read-only access. Membership sign-up provides a convenient way of capturing user behavior within the Knowledge Digital Hub for Government Best Practices. This would include demographics, location and preferences. Such information can enable NITI Aayog to construct user profiles that support targeted communication. For authentication of data, given the profile of NITI Aayog, data/information uploaded on the Hub must have:
  - a) Authentication from NITI Aayog or
  - b) Authentication from State Govt. / Central Ministries.
8. Pushing content to users who are most likely to use it - email alerts when there is a new addition to the subscribed repositories.
9. Workflow capabilities (e.g. knowledge submission, alert to Knowledge Champion, editing and acceptance for publishing in repository).
10. Quick, robust and accurate search & retrieval capability.
11. Information can be presented to the users in various forms such as text, graphics, audio, and video.
12. Rating of content by readers.
13. A collection of individual brilliance and intelligence through blogging.
14. Logs / reports for number of contributions, number of hits per repository / sub-repository, number of views / downloads per knowledge submission, details (name and dates) of government staff visiting the Hub, who has read / downloaded which knowledge-object.
15. Points for knowledge submission and replication.
16. Capability to post ideas / questions for experts.
17. “What’s new” button that displays recently added content or features.
18. Compatible with all operating systems.
19. Should also include the sections : FAQ, News and updates, Events & Conferences.

Adoption of the Hub by various user groups is important. In order to incentivize users to access the Hub, following parameters may be take into design consideration:

- Users like field level Govt. officials may be incentivized to visit or upload their information
- Write-up/initiatives uploaded, which receive maximum hits or request for replication to be recognized.
- States haring highest number of best practices may be recognized and rewarded.
- Data point receiving highest hits may be recognized.

### **Solution Framework**

The proposed Knowledge Digital Hub for Government Best Practices would include a dashboard, connected to public facing government websites, RSS feeds and previous search results, a powerful search engine (accessing both internal database and external websites) and a calendar. The Hub would enhance the capacity of analysis and decision making of all senior government officers connected with it through real time collaboration.

The Knowledge Digital Hub for Government Best Practices is envisaged as a vibrant ecosystem for accessing knowledge & information on Good Governance, as well as to share and collaborate. The Hub will facilitate the access to and exchange of knowledge, as well as its generation to maximize the skill, scale and speed in Governance functioning under Digital India.

The Knowledge Digital Hub for Government Best Practices basic constructs are:

1. LDAP integration, profile
2. Structure, navigation and personalization
3. Community, share and collaborate
4. Work flow
5. Capture, store and publish
6. Categorize and classify
7. Search and retrieve

- a. Notification
- b. Integration with other applications in the eco systems.
- c. Maintenance.

### **Elements**

- a) Knowledge creation, capture.
- b) Knowledge Sharing and enrichment.
  - Knowledge submission
  - Knowledge evaluation
  - Knowledge publishing
- c) Knowledge storage and repository.
- d) Knowledge dissemination/replication (use of shared knowledge by others)
- e) Publishing the results of such replication.
  - Capturing any new knowledge that might have been obtained during the replication
  - Generation, evaluation and approval of Innovative Ideas from Government staff and also publishing their implemented Ideas.
  - Rating of content by users.

## **Core Technology Solution Functionality**

To deliver the above project benefits, features and in order to leverage an integrated Digital Platform with out-of that is scalable, NITI Aayog is issuing this Tender for developing the Knowledge Digital Hub for Government Best Practices, which should function as a single integrated platform for Knowledge Management for increasing communication and bringing efficiency. The best practices delivered through Knowledge Digital Hub must bring the following necessary capabilities for NITI Aayog:

1. Must be deployable in a secured environment (both on-premise and hosted solution is acceptable). It must be based on open standards and should be able to provide protection against Open Web Application Security Project (OWASP) top ten vulnerabilities at the minimum.
2. Must use wizards to create any type of community or group quickly, easily, and without technical expertise.
3. Must provide drag-and-drop functionality members need, such as activity streams, calendaring, file sharing, blogs, forums, translation, messaging and more.
4. Must allow community/group owners to create sub-communities/sub-groups for better management & organization of content and moderation
5. Must provide ability to send email notifications when new content / document is created / submitted
6. Must let authorized members to build public or private groups where members can connect directly through 1-1 messaging and inboxes, and follow others and their content.
7. Let logged in members to create ideas (e.g. reducing food theft in India's PDS system using digital initiatives), like an idea, vote on ideas & comment on ideas. Later, portal administrators must be able to move ideas through innovation funnel or moderate ideas and comments.
8. Must provide ability for quick search, e.g. type-ahead predictive results and full text search on documents.
9. Must provide out-of-the-box gamification engine. It should reward individuals for their contribution within given group and identify and promote subject-matter

experts with tools for scoring and badging. The scoring rules must be configurable based on participation level, expertise etc. The badging rules must automatically assign badges to participants based on scores. Member profile & member contribution should also display badges.

10. Must let only authorized members to be able to upload and approve contents on best practices within the groups/sub-groups. Later, citizens should also be allowed to view & download the content without requiring to register or login to the Virtual Hub.
11. Must leverage a shared digital asset library and best-in-class content authoring to optimize engagement with members on mobile or desktop.
12. Encourage group engagement using blogs, calendars, comments, reviews, ratings, forums, and Q&A. It should also optimize user-generated content for SEO and organic searches when it is opened for citizens.
13. Enable community learning and knowledge exchange with support for learning content. Track and measure learning progress, and promote social knowledge sharing to increase learning content engagement.
14. Let administrators create catalogs to help community members quickly search and find learning resources.
15. Should support starting a conversation about a learning resource through forums, messaging, comments and ratings
16. Should quickly generate visually rich reports by user views, views over time, rating, user drop off rates, engagement by device, and more.
17. If allowed in future, let logged in citizens to post comments/feedback on best practice papers with moderation enabled.
18. Must have capability for citizen login using social login with Twitter and Facebook, whenever opened to citizens and if they can register.
19. Provide support for latest versions of web browser that includes Chrome, Firefox, Safari and Microsoft Edge.
20. Provide ability to classify content / support for tags and taxonomy

21. Should provide the ability to create enablement groups/communities. The feature of enablement may include

- ability to assign content and learning resources to members and member groups
- supports Sharable Content Object Reference Model (SCORM) content, like quizzes and tests
- the ability to have a conversation about a learning resource through forums, messaging, comments and ratings

### **Operation & Maintenance**

For ongoing development and maintenance of Content, Sector advisers will take ownership of their sectors. They will be responsible for the following activities:

- a) For discussion on each sector, a web page may be created. To be monitored and moderated by sector advisers
- b) Data Points which are not receiving any traction or turn out to be wrong to be culled out.
- c) Providing the suitable responses/fix to the reported technical questions/defects
- d) Ensure that site pages are not broken and are responding within defined time.
- e) Ensure that uploaded documents are being indexed for better search results.
- f) Analyzing system logs and health report to ensure system health and smooth functioning.
- g) Ensure that user posts are being cached and available across the servers.
- h) Preparing the troubleshooting guide for NITI core team
- i) Providing required training to the concerned teams for managing the Knowledge Digital Hub

The Knowledge Digital Hub for Government Best Practices for NITI Aayog will facilitate systematic collection, assimilation, transformation, loading, interpretation and analysis of data in evolving future policies, programmes and strategies. Government is a knowledge intensive domain and its policies and programme authors and beneficiaries require lot of data and the requisite knowledge. It is therefore essential that the Hub is able to capture the data trends and provide information seamlessly to all

on a need to know basis, besides enhancing the overall level of awareness of its stakeholders.

### **Project Phases:**

#### **1. Design, Development & Implementation Scope:**

- To Design, Develop and Implement Digital/Virtual Hub Solution
- To train NITI Aayog Communication Cell using ‘Train-the-Trainer’ model

Broadly phase wise activities along with deliverables would be as below:

#### **I. Inception:**

- Project Kickoff
- Design & development of Program Governance Structure
- Identification & development of KM Strategies
- Identification of focus group

#### **II. Analysis:**

- High-level requirement gathering & guidelines
- KM strategies & business processes
- Finalization of KM Model for Digital/Virtual Hub
- Identification of KM champions, Nodal officers, SMEs
- Business requirements nodes to be finalized
- Orientation sessions on KM model for Digital/Virtual Hub
- Business requirement sessions/Use case identifications
- Use case & functional design specifications

#### **III. Design, implementation & development and Testing**

- Solution blueprint
- Base deployment
- Customization & theming
- Configuration of use case scenario
- Testing
- Business acceptance or you can say User Acceptance Test

#### **IV. Go Live:**

##### **A. Training:**

- For Core KM Team & Admin.
- For IT Team
- For KM Champions, Nodal Officers, SMEs
- For end users

##### **B. Post Go Live activities:**

- Usage and adoption recommendations
  - ❖ Support knowledge management events/activities
  - ❖ Support the creation of Knowledge Map within the unit

## Define and Execute Communication Plan

- Have checkpoint calls with key participants

## Terms of Payment

Payments based on deliverables of the Contract are as below:

All the payments shall be made by NITI Aayog to Bidder except as otherwise provided in the RFP after deducting all taxes including TDS, as per laid down provisions from time to time. All the payment shall be in Indian Rupees. The detailed payment terms are given below.

- NITI Aayog will release the payment after receiving the invoice on completion of the phase / period.
- Payments will be made to the vendor thirty (30) days after submission of invoice agreed as per NITI Aayog norms.

S. No.	Description	Deliverables	Terms of Payment
1.	Completion of Inception Phase	Detailed Project Plan with manpower details. Organization chart showing the proposed organization/ manpower along with Escalation Matrix Standard Operating Procedures (SOPs)	15% of contract value quoted by the bidder
2.	Completion of Analysis Phase	Portal logo, layout, colour schemes, information architecture and wireframes	30% of contract value quoted by the bidder
3.	Completion of Design, Development Phase	Logical View/Diagram of the system. Customized and New Templates/Component Design. Workflow and notification for allowing /denying the UGCs (comments, posts) Administration- Sign up, sign in , reset and forgot password, view and edit profile. Deployment iew/Diagram of the developed site.	30% of contract value quoted by the bidder

4.	Completion of Go Live Phase	Completion of Build phase & starting of Maintenance phase	25% of contract value quoted by the bidder
5.	Successful operations after Go- Live	Acceptance Testing of deployed Solution and final clearance by the implementation committee	Equated Monthly payments of quoted cost after successful implementation of the Virtual Hub.

## Roles and responsibilities of the different stakeholders

S. No.	Roles	Responsibility
1.	NITI Aayog Implementation Committee	<ul style="list-style-type: none"> <li>• Evaluate the proposal and detailed specification of the proposed Knowledge Digital Hub.</li> <li>• Coordinating and inducting of the Knowledge Managers.</li> <li>• Finalization of Taxonomy of the domains.</li> <li>• Review the current knowledge generation and management practices to identify good practices as well as bottlenecks, gaps and duplications.</li> <li>• Review and monitor the KM implementation progress from time to time and provide guidance as and when the changes are required/proposed.</li> <li>• Create policy for KM usage and suggest rules and regulation to protect the integrity of Knowledge assets/objects and communicating the institutional use of the Virtual Hub.</li> <li>• Issuing necessary office memorandums for further development, and clarifications sought by Central and State departments.</li> <li>• Monitor the implementation of Virtual Hub (change management, staff training, etc.) and its effective usage</li> </ul>

2.	NITI Aayog Communication Cell/KM Team	<ul style="list-style-type: none"> <li>• KM Team of NITI Aayog to monitor the implementation of Knowledge Digital Hub as per the project plan shared.</li> <li>• Highlight the deviation to the management as required.</li> <li>• Coordinate between all the agencies for effective &amp; efficient KM implementation.</li> <li>• Liaison with all the relevant stakeholders as required.</li> <li>• Report the status to NITI Aayog as per the predefined frequency.</li> <li>• To facilitate in providing good quality Content from time to time.</li> <li>• To review the content developed and uploaded on the Virtual Hub and highlight /modify any irrelevant content.</li> <li>• To highlight the current Best Practices nationally/ Internationally in KM including its processes and work flows.</li> <li>• To suggest changes in Virtual Hub for seamless sharing of knowledge and its continuous improvement.</li> </ul>
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3	National Informatics Centre (NIC)	<ul style="list-style-type: none"> <li>• NIC shall provide the required infrastructure (compute, storage, internet bandwidth etc.) for hosting of Knowledge Digital Hub through NIC Cloud (Meghraj)</li> <li>• Provide shared security infrastructure and solutions for Knowledge Digital Hub</li> <li>• Provide infrastructure for regular backup and data recovery services</li> <li>• Provide access to health monitoring tool to monitor the health of the underlying hosting infrastructure</li> <li>• Manage network connectivity of IT Infrastructure for Knowledge Digital Hub</li> <li>• Support in co-ordination with other teams/ vendors in NIC from which support is required for successful implementation and maintenance of Knowledge Digital Hub</li> <li>• Allow access to the Agency to the hosting infrastructure for regular administration and management services, in line with the policies of NIC cloud available at <a href="https://cloud.gov.in">https://cloud.gov.in</a></li> <li>• Support in conducting security audit and STQC through CERT-IN empanelled vendors</li> </ul>
4.	Agency / Bidder	<ul style="list-style-type: none"> <li>• Implement the solution as per RFP (Request for Proposal) &amp; scope requirements of Virtual Hub.</li> <li>• Support over any defect fixing/ bug fixing as required during KM implementation.</li> <li>• Categorization &amp; Classification of Knowledge.</li> <li>• Provide sufficient resources &amp; technical support during operations &amp; maintenance phase</li> </ul>

The Bidders are expected to examine all Instructions, Forms, Terms, NITI Aayog Project Requirements and other information in the RFP document. Failure to furnish all information required by the RFP document or submission of a Proposal not substantially responsive to the RFP document in every respect will be at the Bidder's risk and may result in rejection of its Proposal and forfeiture of the Proposal.

### **Extension of Contract**

NITI Aayog may extend the Contract on Pro-rata basis beyond 1 year's duration, in case of any requirements.

### **Change Orders**

NITI Aayog may at any time before completion of work under Project awarded to the Bidder, change the Work Content by increasing the quantities of the services as required in the Contract Agreement for execution of the Project, without creating any liability for compensation on any grounds, whatsoever due to this change. In such a case, the Bidder will have to perform the service in the increased quantity at the same Contract Rates within the time stipulated for providing services to NITI Aayog.

### **Knowledge Transfer & Exit Management**

- Knowledge Transfer is an integral part of the Scope of Work of Bidder. This will have to be done even in case the Contract with Bidder ends or is terminated before the planned timelines.
- Bidder needs to include in the response the Exit Management Plan for the KM Solution and Operations at the end of the Contract duration. The transition period shall span a minimum of six (6) months before the contract end date. The selected Bidder shall ensure during the Exit Management the Handover the existing system and infrastructure to NITI Aayog in running condition;
- At the end of the Contract Period, Bidder will be required to provide necessary handholding and transition support to designated staff or any other Agency that is selected for maintaining the system post the Contract with Bidder. The handholding support will include but not be limited to, conducting detailed walkthrough and demonstrations for the IT Infrastructure, handing over all relevant documentation, addressing the queries/clarifications of the new Agency with respect to the working / performance levels of the solution, conducting training sessions, etc.

## General Deliverables of the project

The following are the deliverables for selected bidder.

S. No	Phases	Key Deliverables
1	Project Initiation	<ul style="list-style-type: none"><li>• Project Plan with activities, milestones and responsibilities</li><li>• Workflows of the various components including but not limited to, User registration, training allotment, online assessment, User access management etc. needs to be created.</li><li>• Bidder needs to obtain signoff on each of these workflows.</li><li>• Draft design document</li></ul>
2	Project Implementation	<ul style="list-style-type: none"><li>• Roll out Plan</li><li>• Security Audit Report</li><li>• Training Documents</li><li>• SOPs, User Manuals</li></ul>
3	Operations, Maintenance Monitoring and Control	<ul style="list-style-type: none"><li>• SLA Reports</li><li>• Updates on SOPs and User Manuals</li><li>• Fortnightly project progress trackers</li></ul>
4	Exit Plan and hand over	<ul style="list-style-type: none"><li>• Exit Management Plan</li></ul>

Deliverables may be added to this based on discussions with NITI Aayog during project implementation stages. The actual list of activities and associated deliverables shall be discussed and agreed during the contractual stages.

The agency shall deploy the Knowledge Digital Hub on NIC cloud for security audit by CERT-IN empanelled agency. Once the portal passes through the audit successfully it will be submitted for hosting on NIC cloud.

**Section 6: Standard Form of Work Order**

STANDARD FORM OF WORK ORDER

FOR APPOINTMENT OF AGENCY WHO WILL DEVELOP A  
KNOWLEDGE DIGITAL HUB FOR KNOWLEDGE MANAGEMENT &  
COLLABORATION - INDIA KNOWLEDGE HUB for NITI AAYOG

Between

[Name of NITI Aayog]

[Name of AGENCY]

[Date]

## Form of Work Order

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Work order to undertake [name of assignment]

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\_\_\_\_\_, hereinafter referred to as the —NITI Aayog which expression unless repugnant to context or meaning thereof shall include its successors, affiliates and assigns) has:

- a) Requested the Agency to provide certain services as defined in this work order (hereinafter called the —Services); and
- b) The Agency, having represented to the NITI Aayog that they have the required professional skills, personnel and technical resources, have agreed to provide the services on the terms and conditions set forth in this assignment.

NOW THEREFORE the NITI Aayog hereto hereby agrees as follows:

1. The following documents attached hereto shall be deemed to form an integral part of this work order:

Appendix A: Terms of reference containing, inter-alia, the Description of the Services and reporting requirements,

Appendix B: Cost Estimate

Appendix C: Copy of Bank Guarantee for Performance Security [in the format given in Annexure A]

2. The mutual rights and obligations of the NITI Aayog and the Agency shall be as set forth in the work order; in particular:
  - a) The Agency shall carry out the Services in accordance with the provisions of the work order; and
  - b) NITI Aayog will make payments to the Agency in accordance with the provisions of the work order.

3. **Commencement, completion, modification and termination of work order**

- 3.1.1 Effectiveness of work order: This Work order shall come into effect on the date the work order is assented to by the Agency or such other date as may be stated.

3.1.2 Commencement of Services: The Agency shall commence the Services from any date notified by the NITI Aayog.

3.1.3 Expiration of work order: Unless terminated earlier pursuant to relevant clauses in this work order hereof, this work order shall expire when Services have been completed and all payments have been made at the end of such time period after the Effective Date.

3.1.4 Modification: Modification of the terms and conditions of this work order, including any modification of the scope of the Services or of the work order Price, may only be made by written agreement between the Parties.

3.1.5 Force Majeure

Neither party will be liable in respect of failure to fulfill its obligations, if the said failure is entirely due to Acts of God, Governmental restrictions or instructions, natural calamities or catastrophe, epidemics or disturbances in the country. Force Majeure shall not include (i) any event which is caused by the negligence or intentional action of a Party or by or of such

Party's agents or employees, nor (ii) any event which a diligent Party could reasonably have been expected both to take into account at the time of being assigned the work, and avoid or overcome with utmost persistent effort in the carrying out of its obligations hereunder.

A Party affected by an event of Force Majeure shall immediately notify the other Party of such event, providing sufficient and satisfactory evidence of the nature and cause of such event, and shall similarly give written notice of the restoration of normal conditions as soon as possible.

3.1.5.1 No Breach of Work order: The failure of a party to fulfill any of its obligations under the Work order shall not be considered to be a breach of, or default under this Work order insofar as such inability arises from an event of Force Majeure, provided that the Party affected by such an event:

- a) has taken all precautions, due care and reasonable alternative measures in order to carry out the terms and conditions of this Work order, and
- b) has informed the other party as soon as possible about the occurrence of such an event.
- c) the dates of commencement and estimated cessation of such event of Force Majeure; and
- d) the manner in which the Force Majeure event(s) affects the Party's obligation(s) under the Work order.

3.1.5.2 Neither Party shall be able to suspend nor excuse the non- performance of its

obligations hereunder unless such Party has given the notice specified above.

3.1.6 Extension of Time: Any period within which a Party shall, pursuant to this Work order, complete any action or task, shall be extended for a period equal to the time during which such Party was unable to perform such action as a result of Force Majeure.

3.1.7 Payments: During the period of their inability to perform the Services as a result of an event of Force Majeure, the Agency shall be entitled to continue to be paid under the terms of this Work order, as well as to be reimbursed for additional costs reasonably and necessarily incurred by them during such period for the purposes of the services and in reactivating the services after the end of such period.

## **3.2 Termination**

3.2.1 By NITI Aayog: NITI Aayog may terminate this Work order, written notice of termination to the Agency, to be given after the occurrence of any of the events specified in this clause:

- a) if the Agency do not remedy a failure in the performance of their obligations under the Work order, within a period of fifteen (15) days, after being notified or within such further period as the NITI Aayog may have subsequently approved in writing;
- b) within fifteen (15) days, if the Agency become insolvent or bankrupt;
- c) if, as the result of Force Majeure, the Agency are unable to perform a material portion of the Services for a period of not less than fifteen (15) days;
- d) within fifteen (15) days, if the Agency fails to comply with any final decision reached as a result of arbitration proceedings pursuant to relevant clauses hereof;
- e) within seven (7) days, if the Agency submits to the NITI Aayog a false statement which has a material effect on the rights, obligations or interests of the NITI Aayog. If the Agency places itself in position of conflict of interest or fails to disclose promptly any conflict of interest to the NITI Aayog;
- f) within seven (7) days, if the Agency, in the judgment of the NITI Aayog has engaged in Corrupt or Fraudulent Practices in competing for or in executing the Work order;
- g) if the NITI Aayog, in its sole discretion and for any reason whatsoever, within a period of fifteen (15) days, decides to terminate this Work order.

3.2.2 Payment upon termination: Upon termination of this Work order, the NITI Aayog will make the following payments to the Consultants:

- a) Remuneration pursuant to relevant clauses for Services satisfactorily performed prior to the effective date of termination;
- b) If the Work order is terminated pursuant to Clause 3.3.1a), b), d), e) or f), the Agency shall not be entitled to receive any agreed payments upon termination of the Work order. However, the NITI Aayog may consider to make payment for the part satisfactorily performed on the basis of the quantum merit as assessed by it, in its sole discretion, if such part is of economic utility to the NITI Aayog. Under such circumstances, upon termination, the NITI Aayog may also impose liquidated damages as per the provisions of relevant clauses of this Work order. The Agency will be required to pay any such liquidated damages to NITI Aayog within 30 days of termination date.

3.2.3 Disputes about Events of Termination: If either Party disputes Termination of the work order under relevant clauses hereof, such Party may, within forty-five (45) days after receipt of notice of termination from the other Party, refer the matter to arbitration under relevant clauses hereof, and this Work order shall not be terminated on account of such event except in accordance with the terms of any resulting arbitral award.

### **3.3 Obligations of the Agency**

3.3.1 General: The Agency shall perform the Services and carry out their obligations hereunder with all due diligence, efficiency and economy, in accordance with generally accepted professional techniques and practices, and shall observe sound management practices, and employ appropriate advanced technology and safe methods. The Agency shall always act, in respect of any matter relating to this Work order or to the Services, as faithful advisers to the NITI Aayog, and shall at all times support and safeguard the NITI Aayog's legitimate interests in any dealings with Sub-consultants or third parties.

3.3.2 Conflict of interest:

3.3.2.1 Prohibition of Conflicting Activities: Neither the Agency nor their Sub-consultants nor the Personnel shall engage, either directly or indirectly, in any of the following activities:

- a) during the term of this Work order, any business or professional activities which would conflict with the activities assigned to them under this Work order; and
- b) after the termination of this work order, such other activities as may be specified.

3.3.3 Confidentiality: The Agency, their Sub-consultants, and the Personnel of either of them shall not, either during the term or within two (2) years after the expiration of this Work order, disclose any proprietary or confidential information relating to the Project, the Services, this Contact or the NITI Aayog's business or operations without the prior written consent of the NITI Aayog.

- 3.3.4 Documents Prepared by the Agency to be the Property of the NITI Aayog: All designs, reports, other documents and software submitted by the Agency pursuant to this work order shall become and remain the property of the NITI Aayog, and the Agency shall, not later than upon termination or expiration of this Work order, deliver all such documents and software to the NITI Aayog, together with a detailed inventory thereof. The Agency may retain a copy of such documents and software. Restrictions about the future use of these documents and software, if any, shall be specified in the SC.
- 3.3.5 Liability of the Agency: Subject to additional provisions, if any, in this work order the Agency's liability under this Work order shall be as provided by the Applicable Law.
- 3.3.6 Professional Liability Insurance: Agency will maintain at its expense, Professional Liability Insurance including coverage for errors and omissions caused by Agency's negligence, breach in the performance of its duties under this Work order from an Insurance Company permitted to offer such policies in India, for a period of one year beyond completion of Services commencing from the Effective Date, (i) For an amount not exceeding total payments for Professional Fees made or expected to be made to the Agency hereunder or (ii) the proceeds, the Agency may be entitled to receive from any insurance maintained by the Agency to cover such a liability, whichever of (i) or (ii) is higher with a minimum coverage of [insert amount and currency].

### **3.4 Obligations of the NITI Aayog**

- 3.4.1 Assistance and Exemptions: the NITI Aayog will use its best efforts to ensure that the Government will provide the Agency with work permits and such other documents as necessary to enable the Agency to perform the Services:
- 3.4.1.1 Issue to officials, agents and representatives of the Government all such instructions as may be necessary or appropriate for the prompt and effective implementation of the Services;

### **3.5 Payments to the Agency**

#### **3.5.1 Advance payment will not be considered.**

The Agency will submit pre-receipted invoices in triplicate, complete in all respects, on completion of milestone as mention in **Terms of Payment**, for necessary settlement. The invoices should be submitted along with complete details of the work undertaken during the month, supporting documents and bills as well as technical certificate for completion of the assignment/activity for which the bills are submitted. A reconciliation sheet pertaining to the bills will be submitted every month. The payments shall be linked to deliverables and shall be released after technical acceptance by the NITI Aayog. Payments are to be made within 30 days after delivery subject to such technical acceptance.

3.5.2 The final payment, shall be released only after completion of the required work for the year and on submission of a statement of work having been executed as per the requirements detailed in the RFP Document, or communicated subsequently by NITI Aayog.

3.5.4 The Service Tax/ VAT shall be paid as applicable.

3.5.5 For facilitating Electronic transfer for funds the selected agency will be required to indicate the name of the Bank and Branch, account number (i.e. bank names, IFSC Code and Bank A/c No.) and also forward a cheque leaf duly cancelled to verify the details furnished. These details should also be furnished on the body of every bill submitted for payments by the selected agency.

3.5.6 Currency: The price is payable in local currency i.e. Indian Rupees.

3.5.7 Payment for Additional Services: For the purpose of determining the remuneration due for additional services as may be agreed under relevant clauses for modification in this work order.

### **3.6 Settlement of disputes**

3.6.1 Amicable Settlement: The Parties shall use their best efforts to settle amicably all disputes arising out of or in connection with this Work order or its interpretation.

3.6.2 Disputes Settlement: Any dispute between the Parties as to matters arising out of and relating to this Work order that cannot be settled amicably within thirty (30) days after receipt by one Party of the other Party's request for such amicable settlement may be submitted by either Party for settlement in accordance with the provision specified in the SC.

### **3.7 Responsibility for accuracy of project documents**

3.7.1 General

3.7.1.1 The Agency shall be responsible for accuracy of the estimate and all other details prepared by him as part of these services. He shall indemnify the NITI Aayog against any inaccuracy in the work, which might surface during implementation of the project.

### **3.8 Liquidated damages**

3.8.1.1 If the selected Consultant fails to complete the Assignment, within the period specified under the work order, or in case of underperformance and undue delays in performance by the agency, the Performance Guarantee is liable to be forfeited in full or part besides other action, including blacklisting of the agency, as may be deemed fit by NITI AAYOG.

## **4. Miscellaneous**

### **4.1 Assignment and Charges**

4.1.1 The Work order shall not be assigned by the Agency save and except with prior consent in writing of the NITI Aayog, which the NITI Aayog will be entitled to decline without assigning any reason whatsoever.

4.1.2 The NITI Aayog is entitled to assign any rights, interests and obligations under this Work order to third parties.

### **4.1.3 Indemnity:**

4.1.3.1 The Agency agrees to indemnify and hold harmless the NITI Aayog from and against any and all claims, actions, proceedings, lawsuits, demands, losses, liabilities, damages, fines or expenses (including interest, penalties, attorneys' fees and other costs of defence or investigation (i) related to or arising out of, whether directly or indirectly, (a) the breach by the Agency of any obligations specified in relevant clauses hereof; (b) the alleged negligent, reckless or otherwise wrongful act by the Agency or the omission including professional negligence or misconduct of any nature whatsoever in relation to Services rendered to the NITI Aayog; (c) any Services related to or rendered pursuant to the Work order (collectively —Indemnified matter)). As soon as reasonably practicable after the receipt by the NITI Aayog of a notice of the commencement of any action by a third party, the NITI Aayog will notify the Agency of the commencement thereof; provided, however, that the omission so to notify shall not relieve the Agency from any liability which it may have to the NITI Aayog or the third party. The obligations to indemnify and hold harmless, or to contribute, with respect to losses, claims, actions, damages and liabilities relating to the Indemnified Matter shall survive until all claims for indemnification and/or contribution asserted shall survive and until their final resolution thereof. The foregoing provisions are in addition to any rights which the NITI Aayog may have at common law, in equity or otherwise.

4.1.3.2 The Agency shall at all times indemnify and keep indemnified NITI AAYOG against all claims/damages etc. for any infringement of any Intellectual Property Rights (IPR) while providing its services under the Project.

4.1.3.3 The Agency shall at all times indemnify and keep indemnified NITI AAYOG against any claims in respect of any damages or compensation payable in consequences of any accident or injury sustained or suffered by its (Agency's) employees or agents or by any other third party resulting from or by any action, omission or operation conducted by or on behalf of the Agency.

4.1.3.4 The Agency shall at all times indemnify and keep indemnified NITI AAYOG

against any and all claims by Employees, Workman, Contractors, sub-contractors, suppliers, agent(s), employed engaged or otherwise working for the Agency, in respect of wages, salaries, remuneration, compensation or the like.

4.1.3.5 All claims regarding indemnity shall survive the termination or expiry of the Work Order.

4.1.4 Notices: Unless otherwise stated, notices to be given under the Work order including but not limited to a notice of waiver of any term, breach of any term of the Work order and termination of the Work order, shall be in writing and shall be given by hand delivery, recognized international courier, mail, telex or facsimile transmission and delivered or transmitted to the Parties at their respective addresses specified in the SC. The notices shall be deemed to have been made or delivered (i) in the case of any communication made by letter, when delivered by hand, by recognized international courier or by mail (registered, return receipt requested) at that address and (ii) in the case of any communication made by telex or facsimile, when transmitted properly addressed to such telex number or facsimile number.

4.1.5 Severability: If for any reason whatever any provision of the Work order is or becomes invalid, illegal or unenforceable or is declared by any court of competent jurisdiction or any other instrumentality to be invalid, illegal or unenforceable, the validity, legality or enforceability of the remaining provisions shall not be affected in any manner, and the Parties will negotiate in good faith with a view to agreeing upon one or more provisions which may be substituted for such invalid, unenforceable or illegal provisions, as nearly as is practicable. Provided failure to agree upon any such provisions shall not be subject to dispute resolution under the Work order or otherwise.

4.1.6 Professional Liability Insurance: Agency will maintain at its expense, Professional Liability Insurance including coverage for errors and omissions caused by Agency's negligence, breach in the performance of its duties under this Work order from an Insurance Company permitted to offer such policies in India, for a period of one year beyond completion of Services commencing from the Effective Date, (i) For an amount not exceeding total payments for Professional Fees made or expected to be made to the Agency hereunder or (ii) the proceeds, the Agency may be entitled to receive from any insurance maintained by the Agency to cover such a liability, whichever of (i) or (ii) is higher with a minimum coverage of [insert amount and currency].

#### **4.1.7 Performance security**

4.1.7.1 The Consultant shall prior to the Effective Date and as a condition precedent to its entitlement to payment under this Work order, provide to the NITI Aayog a legal, valid and enforceable Performance Security in the form of an unconditional and irrevocable bank guarantee as security for the performance by the Consultant of its obligations under this Work order, in the form set out in this work order, in an amount

equal 10 (ten) percent of the total cost of Financial Proposal under this Assignment. Further, in the event the term of this Work order is extended, the Consultant shall at least fifteen (15) days prior to the commencement of every Subsequent Year or at least thirty (30) days prior to the date of expiry of the then existing bank guarantee, whichever is earlier, provide an unconditional and irrevocable Bank Guarantee for an amount equal to 10% (Ten Percent) of cost for portal design, development and implementation of the project which (Part A of the financial bid – FORM 4B). This performance guarantee will be released upon fulfillment of all responsibilities for completion of application design, development and implementation and on submission of a fresh bank guarantee for an amount equal to 10% (Ten Percent) of the cost of Maintenance of the system (Part B of the financial bid – FORM 4B). This fresh bank guarantee may be discharged after successful completion of the whole Project.

4.1.7.2 The Performance Security shall be obtained from a scheduled commercial Indian bank, in compliance with Applicable Laws (including, in case the Consultant is a non-resident, in compliance with applicable foreign exchange laws and regulations). {In the event the Consultant is a joint venture consortium, the Performance Security may be provided by any Member; provided that such Performance Security shall mention the details of this Work order and the other Members.}

4.1.7.3 The Performance Security shall be extended accordingly such that the Performance Security remains valid until the expiry of a period of 60 (Sixty) Days from the date of completion of the assignment. If the NITI Aayog shall not have received an extended/ replacement Performance Security in accordance with this clause at least thirty (30) days prior to the date of expiry of the then existing Performance Security, the NITI Aayog shall be entitled to draw the full amount of the bank guarantee then available for drawing and retain the same by way of security for the performance by the Agency of its obligations under this Work order until such time as the NITI Aayog shall receive such an extended/ replacement Performance Security whereupon, subject to the terms of this Work order, the NITI Aayog will refund to the Agency the full amount of the bank guarantee, unless the NITI Aayog has drawn upon the Performance Security in accordance with the provisions of this Work order, in which case only the balance amount remaining will be returned to the Agency; provided that the NITI Aayog will not be liable to pay any interest on such balance. The NITI Aayog will return the bank guarantee provided as Performance Security to the issuer thereof for cancellation promptly upon receipt of any extension/ replacement thereof. Subject to satisfactory completion of all deliverables under this Work order, the Performance Security will, subject to any drawdowns by the NITI Aayog in accordance with the provisions hereof, be released by the NITI Aayog within a period of 60 (Sixty) Days from the date of completion of the services.

5 The NITI Aayog shall have the right to claim under the Performance Security and appropriate the proceeds if any of the following occur:

- a) the Agency becomes liable to pay penalty;

- b) occurrence of any of the events listed in Clause 3.2 of the Work Order;
- c) any material breach of the terms hereof; and/or
- d) without prejudice to paragraph above, the Consultant fails to extend the validity of the Performance Security or provide a replacement Performance Security in accordance with the provisions of this Work order.

## **Annexure A: Form of Bank Guarantee for Performance Security**

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(To be stamped in accordance with Stamp Act if any, of the country for issuing bank)

Ref.: Bank Guarantee:

Date: Dear

Sir,

In consideration of NITI Aayog, Government of India (hereinafter referred as the - NITI Aayog, which expression shall, unless repugnant to the context of meaning thereof include its successors, administrators and assigns) having awarded to M/s [name of Agency] a [type of company], established under laws of [country] and having its registered office at [address] (hereinafter referred to as the - Agency' which expression shall unless repugnant to the context or meaning thereof, include its successors, administrators, executors and permitted assigns), an Assignment for preparation of [name of assignment] Work order by issue of NITI Aayog's Work order Letter of Award No. [reference] dated [date] and the same having been unequivocally accepted by the Agency, resulting in a Work order valued at Rs. [amount in figures and words] for (Scope of Work) (hereinafter called the - Work order) and the Agency having agreed to furnish a Bank Guarantee amounting to Rs. [amount in figures and words] to the NITI Aayog for performance of the said Agreement.

We [Name of Bank] incorporated under [law and country] having its Head Office at [address](hereinafter referred to as the Bank), which expression shall, unless repugnant to the context or meaning thereof, include its successors, administrators executors and assigns) do hereby guarantee and undertake to pay the NITI Aayog immediately on demand an or, all monies payable by the Agency to the extent of Rs. [amount in figure and words] as aforesaid at any time up to [date] without any demur, reservation, contest, recourse or protest and/ or without any reference to the Agency. Any such demand made by the NITI Aayog on the Bank shall be conclusive and binding notwithstanding any difference between the NITI Aayog and the Agency or any dispute pending before any Court, Tribunal, Arbitrator or any other authority.

We agree that the Guarantee herein contained shall be irrevocable and shall continue to be enforceable until the NITI Aayog discharges this guarantee.

The NITI Aayog shall have the fullest liberty without affecting in any way the liability of the Bank under this Guarantee, from time to time to vary the advance or to extend the time for performance of the Work order by the Agency nor shall the responsibility of the bank be affected by any variations in the terms and conditions of the work order or other documents. The NITI Aayog shall have the fullest liberty without affecting this guarantee, to postpone from time to time the exercise of any powers vested in them or of any right which they might have against the NITI Aayog and to exercise the same at any time in any manner, and either to enforce or to forbear to enforce any covenants, contained or implied, in the Work order between the NITI Aayog and the Agency any other course or remedy or security available to the NITI Aayog. The Bank shall not be relieved of its obligations under these presents by any exercise by the NITI Aayog of its liberty with reference to the matters aforesaid or any of them or by reason of any other act or forbearance or other acts of omission or commission on the part of the NITI Aayog or any other indulgence shown by the NITI Aayog or by any other matter or thing whatsoever which under law would but for this provision have the effect of relieving the Bank.

The Bank also agrees that the NITI Aayog at its option shall be entitled to enforce this Guarantee against the Bank as a principal debtor, in the first instance without proceeding against the Agency and notwithstanding any security or other guarantee that the NITI Aayog may have in relation to

the Agency's liabilities.

This Guarantee shall be irrevocable and shall remain in full force and effect until discharge by the Bank of all its obligations hereunder. This Guarantee shall not be affected by any change in the constitution or winding up of the Agency /the Bank or any absorption, merger or amalgamation of the Agency /the bank with any other Person.

Notwithstanding anything contained herein above our liability under this guarantee is limited to Rs. [amount in figure and words] and it shall remain in force up to and including [date] and shall extend from time to time for such period(s) (not exceeding one year), as may be desired by M/s [name of Agency] on whose behalf this guarantee has been given. Date this [date in words] day [month] of [year in – yyyy' format] at [place].

WITNESS

1. [signature, name and address]
2. [signature, name and address]

[Official Address]

Designation

[With Bank Stamp]

Attorney as Per Power of Attorney No.

Dated

Strike out, whichever is not applicable.

The date will be fixed as indicated in S.C.C.

The stamp papers of appropriate value shall be purchased in the name of bank which issues the - Bank Guarantee. The bank guarantee shall be issued either by a bank (Nationalized/Scheduled) located in India or a foreign bank through a correspondent bank (scheduled) located in India or directly by a foreign bank which has been determined in advance to be acceptable to the NITI Aayog.