S.No.	Clause No.	Query	Response
		**NDAP Project: Response to Queries of Bidders**	
1	1.1.1	Project proposal modelled based on DBOT, Since consultant already Designed and built the whole or part of the solution and Consultant would bring Platform to the authority to operate and transfer(would not transfer the ownership). Would this model be adopted?	Please refer to RFP. No change is contemplated.
2	1.1.2	Consultant owns the platform included IP and the consultant will provide user /Subscription license to Authority to operate the platform. That may be accessed from consultant's own facility or Consultant would allow Authority to install in their facility. Its contradict with many terms in service agreement for consultant	Please refer to RFP. No change is contemplated.
3	1.7	We request the conversion rate should be INR 70/USD as has been the trend in last one year.	Please refer to RFP. No change is contemplated.
4	1.7	Can we imply that the bid is open for international companies? If so, do they have to meet some additional Pre-qualification to participate or not.	Please refer to RFP. No change is contemplated.
5	2.2.2 (A)	Is it possible to "have at least 2 eligible projects" ?	Please refer to RFP. No change is contemplated.
6	2.2.2 (B)	Is it possible to mention at least USD 1m per annum ?	Please refer to RFP. No change is contemplated.
7	2.2.2	- As per the past five years from PDD, a) Will the projects with start date beyond 5 years and end date within 5 years be considered? b) Will the projects with start date beyond 5 years and currently on going be considered? - Please define the exact value corresponding to the range for additional weightage	Please refer to RFP. No change is contemplated.
8	2.2.2	Provide clarity regarding educational qualification and what are equivalent qualifications.	Please refer to RFP. No change is contemplated.
9	2.2.3	We request that Certificate from Company Secretary should be allowed. As due to NDA clause certain document cannot be shared.	Please refer to RFP. No change is contemplated.
10	2.2.4	We request you that in place of specific Power of Attorney (for which the format has been given in the RFP) as asked in the RFP, bidder may be allowed to submit a copy of general power of attorney issued in the name of authorized signatory which is the standard practice.	Please refer to RFP. No change is contemplated.
11	2.2.4	As a partnership firm, Do we need to submit Power of Attorney? According to clause 2.2.4, it is not required, however clause 2.13.3 demands Power of Attorney certified under the hands of partner or director of the applicant and notarized	Please refer to RFP. No change is contemplated.

		by a notary public	
12	2.2.6	In line with MeitY guidelines for declarations of such nature, request you to modify this clause as below - (i) A bidder shall be debarred if he has been convicted of an offence— i. under the Prevention of Corruption Act, 1988; or ii. the Indian Penal Code or any other law for the time being in force, for causing any loss of life or property or causing a threat to public health as part of execution of a public procurement contract. (ii) A bidder debarred under sub-section (i) or any successor of the bidder shall not be eligible to participate in a procurement process of any procuring entity for a period not exceeding three years commencing from the date of debarment. Department of Commerce (DGS&D) will maintain such list which will also be displayed on the website of DGS&D as well as Central Public Procurement Portal.	Please refer to RFP. No change is contemplated.
13	2.2.6	Deletion of 2.2.6 because we sign up for many contracts and inadvertently there may be some of them who may have fallen into the above criteria.	Please refer to RFP. No change is contemplated.
14	2.2.6	We request that condition of this clause be deleted OR in the alternative this be applicable only if as per the Bidder such condition/s may adversely affect bidder's performance of obligations under the engagement resulting from this We suggest the following Bidder may not be able to divulge such information due to Non-Disclosure Agreement and other legal compulsion between the parties. Provided however, a confirmation can be provided that "the bidder during the last three years, has neither failed to perform on any agreement, nor have had any agreement terminated for breach by bidder, which may adversely affect the bidder's performance of obligations under the engagement resulting from the RFP".	Please refer to RFP. No change is contemplated.
15	2.14.2	We request that the bidder may be allowed to propose alternative CVs for the key positions and countersigning of the same by the candidate in blue ink may not be insisted upon. Also, Undertaking from the Key Personnel about his/her availability should not be insisted upon in case the candidate parts away from the organization or as the case maybe.	Please refer to RFP. No change is contemplated.
16	2.14.6	- Do we have to add CV of managerial/support staff? - Is there any extra marks for these CVs? Current evaluation criteria does not provide for these marks, please clarify.	Please refer to RFP. No change is contemplated.

17	2.3	We wish to highlight that we are a large organization providing various services to various state and central government departments, PSUs, international organizations and private clients. We wish you to note that while we have a mechanism in place to identify patent and direct conflict of interests, it may not always be possible to identify any or all indirect or remote conflict of interests. Kindly appreciate that our no conflict confirmations will be subject to the foregoing.	Please refer to RFP. No change is contemplated.
18	2.26	We request Niti Aayog to allow Key personnel substitution with 2 months prior notice	Please refer to RFP. No change is contemplated.
19	2.26.2	As this is an FP project the organization is equally responsible along with key personal for success of the project and hence we request for a mutual discussion for better or equivalent substitution personnel during project duration for unavoidable circumstance. Hence request for removal of the penalty clause for key personnel and have a mutual discussion on any changes thereof.	Please refer to RFP. No change is contemplated.
20	2.26.2	In case a key personnel resigns and leaves the organization of his/her own free will, this would constitute "incapacity" on part of Consultant. However penalizing the substitution in such a case needs to be relooked at as this has happened due to no fault of the Consultant organization and therefore the clause needs to accommodate such exigencies. Requesting that the clause be revised on penalty for substitution of key personnel in the event that such key personnel resigns and leaves organization of his/her own free will.	Please refer to RFP. No change is contemplated.
21	2.26	We request authority to accept replacement of Key Personnel with an equivalent or better personnel	Please refer to RFP. No change is contemplated.
22	2.27	SI shall provide indemnity for infringement, breach of confidentiality, death, personal injury, gross negligence, willful misconduct and property damage. All others are already covered under the limitation of liability hence request this clause to be deleted.	Please refer to RFP. No change is contemplated.
23	2.27	We request that this provision be entirely deleted. As for any breach of the terms of the agreement, authority will have anyway right to claim damages for such breach. However, there cannot be further indemnity for such breaches/deficiencies.	Please refer to RFP. No change is contemplated.
24	2.27	There are several remedies available under law and contract to you for such breach of obligations. For e.g., there are penalties and LDs that may be imposed for some of these breaches. Seeking indemnities for such breaches frustrates the entire purpose of such remedies available to you. We understand that remedies other than indemnity will be sufficient for such breaches. We request you to kindly delete this section. If you still insist on retaining this section, then we request you to at least make them subject to overall cumulative liability cap of total contract value and subject to final	Please refer to RFP. No change is contemplated.

		determination of court/arbitrator.	
25	2.3.1	There are innumerable IPRs that exist with us which we would like to use to your benefit while delivering our services to you. These are our pre-existing IPRs and we use it for all clients. We will not be able to give ownership in such IPRs to you just because we are using them for providing services to you, like we use these for other clients. We request that we are allowed to retain ownership of our pre-existing IPRs, else we might be not be able to use these in providing services to you in order to protect our ownership in them. We request you to kindly include the below clause. This is also the standard mentioned by MeitY in its guidelines. Notwithstanding anything to the contrary in this agreement, Consultant will retain the ownership of its pre-existing intellectual property rights (including any enhancement or modification thereto) even if such IPRs are used for creating deliverables, are incorporated in the deliverables, etc. To the extent such pre-existing IPRs are included/incorporated in the deliverables, upon receipt of all due and payable payment in full, the Consultant shall grant a non-exclusive, perpetual and fully paid up license to the Purchaser/Client to use such pre-existing IPRs for use of deliverables for the purpose for which such deliverables are meant for client's internal business operations.	Please refer to RFP. No change is contemplated.
26	3.1.3	Suggestion: In section 3.1.3: A separate evaluation marks (20 marks) should be included for technical specification. The technical specification for the solution will ensure that the bidder is providing solution as per requirements standards. i. In absence of technical specification, it becomes difficult to ensure the quality of solution. Hence, we request you to please include the technical evaluation of the solution in terms of data management, data quality, visualization, natural language processing and visualization & analytics. ii. New scoring structure should be based on following: 1. Relevant Experience of the applicant – 30 marks 2. Proposed Methodology & work Plan – 20 marks 3. Technical Specification of the solution – 20 marks 4. Relevant Experience of the Key Personnel – 30 marks"	Please refer to RFP. No change is contemplated.
27	3.1.3	A cap on maximum number of eligible assignments would be good to have in order to have everyone on the same parity.	Please refer to RFP. No change is contemplated.
28	3.1.3	The total of the maximum mark is not coming out to be 100.	Please refer to RFP. No change is contemplated.
29	3.1.3	Number of eligible assignments may not be really important for a Key Personnel. It is the overall experience, knowledge of the subject, comparative size and quality of	Please refer to RFP. No change is contemplated.

		Eligible Assignments where Candidate was involved which makes a strong proposition	
30	3.1.4	Number of eligible assignments may not be really important here. It is the overall experience, knowledge of the subject, comparative size and quality of Eligible Assignments where Candidate was involved which makes a strong proposition	Please refer to RFP. No change is contemplated.
31	3.1.6.(i)	Can this be with a database of minimum 200GB data volume?	Please refer to RFP. No change is contemplated.
32	3.1.6	In case a consortium of firms bids for this RFP, they would bring together strengths in respective areas of expertise. It would thus be helpful to consider the 'eligible assignments' of the consortium members and not just the Lead Member. This is requested to be applicable in all the criteria that have a mention of 'eligible assignments'.	Please refer to RFP. No change is contemplated.
33	3.3	The derivation of final score applies a weightage of .80 and .20 to technical and financial score respectively. However the Financial score is weighed down by the Lowest Financial bit (sec 3.3.3) The lowest financial bidder, despite possibly having a lower technical score, can unduly negatively influence the overal scores of the bidders who have higher tech score. We request clarity on whether there will be an even ground of selection of technically qualified bidders whose financial bids will be opened for this calculation? We would request if the team would consider a level ground for evaluating between technically qualified bidders for the commercials.	Please refer to RFP. No change is contemplated.
34	5.1	Please confirm if we need authority letter to attend pre-bid?	Please refer to RFP. No change is contemplated.
35	Schedule 1 3.1.1	(a) Reliable 24/7 hosting with automated website backup. Where to backup ? Tech to backup ? Who will be responsible for the cost ?	Please refer to RFP. No change is contemplated.
36	Schedule 1 3.1.1	Requesting if you can share some details of global practices/similar initiatives internationally that is being referred for comparison.	Please refer to RFP. No change is contemplated.
37	Schedule 1 3.1.1	Clarification seeked on using HTML5 & JS based API for this project as they are Responsive and device agnostic too. Request to have Map Interface on Front Page for 6 seconds instead of 3 seconds as 3 seconds with expected 2000 concurrency on a 512 KBPS could be challenging!	Please refer to RFP. No change is contemplated.
38	Schedule 1 3.1.1	We understand that the end-users of the planned NDAP are civilians, researchers, policy makers. Is that correct?	Please refer to RFP. No change is contemplated.

39	Schedule 1 3.1.1	Is the NDAP planned as a replacement (supplemented by NLP-based advanced search and AI as important add-on features) for the currently existing data.gov.in portal?	Please refer to RFP. No change is contemplated.
40	Schedule 1 3.1.1	Will any wireframe / UX template design / web portal design related protocols and guidelines for the web portal be shared by the Authority?	Please refer to RFP. No change is contemplated.
41	Schedule 1 3.1.1	As we understand, hosting will be on Megh Raj / MeiTy cloud. In this case, do we need to work with authority's pre-approved Cloud Service Provider(s) as third-party IT system vendors for cloud computing and back-up of NDAP portal?	Please refer to RFP. No change is contemplated.
42	Schedule 1 3.1.1	Kindly clarify if the scope is only for providing "Consultancy for Development & Operation of the NDAP" OR "providing Consultancy and Development & Operation of NDAP"	Please refer to RFP. No change is contemplated.
43	Schedule 1 3.1.1	User Sensitive Access Requirements - (b) Based on the past history of search by user, display dynamic dashboards at any specified granularity of time and location by collating data in various pre- defined categories. What categories ? Who defines categories ? Is all data assumed to be having time and location ? Is it like show the dashboard from last seen reports ? How to group them ?	Please refer to RFP. No change is contemplated.
44	Schedule 1 3.1.1	User Sensitive Access Requirements - (c) User profiling and personalization based on user's previous visits for registered and logged in users. What kind of profiling and personalization ?	Please refer to RFP. No change is contemplated.
45	Schedule 1 3.1.1	User Sensitive Access Requirements - (e) Displays trending/recently viewed/most popular segments and datasets of site. Definition of trending	Please refer to RFP. No change is contemplated.
46	Schedule 1 3.1.1	User Sensitive Access Requirements - (g) Collects data on user searches, eventual datasets that users view, and user profiles to learn over time to produce more relevant searches. Is this to be used for auto-suggest or anything else ?	Please refer to RFP. No change is contemplated.
47	Schedule 1 3.1.1	Search Requirements - (b) Allows users to search content across a variety of criteria (sector, indicator, location) from search bar, through map-based search, and from data catalogue. What is an indicator ?	Please refer to RFP. No change is contemplated.
48	Schedule 1	We request Niti Aayog for feature demarcation between Registered and anonymous	Please refer to RFP. No change is contemplated.

	3.1.1	users for effort estimation purpose	
49	Schedule 1 3.1.1	Query: Should we need to provide analytics based advanced recommendation engine to enhance the personalization Suggestion: In order to provide more personalization-based recommendation engine, request you to please include advanced recommendation engine into the functional requirements. 1. An advance recommendation system has to be provided for the users to recommend the appropriate data sets which they might be interested. The recommendation system works on providing the next best search based on collaborative filtering recommendation model and other key data mining methodologies. 2. The proposed solution should provide features to develop recommendation models based on various methodology such as user-based recommendation, to identify first user groups and basket analysis. 3. The solution should also provide the feature to conduct clustering to understand the different user profile based on interaction/transaction done on the portal."	Please refer to RFP. No change is contemplated.
50	Schedule 1 3.1.1	1. An estimate of number of users by classification listed on left 2. Is there an existing LDAP containing department users' credentials available at Niti Aayog? 3. Is there a requirement for Single Sign On for internal / department users?	Please refer to RFP. No change is contemplated.
51	Schedule 1 3.1.1	Would email delivery for reports be required for Government Department users or for registered Public Users as well ?	Please refer to RFP. No change is contemplated.
52	Schedule 1 3.1.1	Request to kindly confirm if the training material referred to as here, is the content shared by the SI as per the proposed solution. Is the training material only in terms of word, pdf documents or there is a requirement of any video or audio content as well.	Please refer to RFP. No change is contemplated.
53	Schedule 1 3.1.1	Based on the past history of search by user, display dynamic dashboards at any specified granularity of time and location by collating data in various predefined categories.SI assumes that this is only for the registered users not for all users	Please refer to RFP. No change is contemplated.
54	Schedule 1 3.1.1	There should be upper limit to total number of scheduled reports per month per user for proper infrastructure sizing	Please refer to RFP. No change is contemplated.

55	Schedule 1 3.1.1	Does it need to be map-based search or map based results? Can we assume that the base maps required to display the map results will be provided by Niti Aayog?	Please refer to RFP. No change is contemplated.
56	Schedule 1 3.1.1	What kind of datasets should be expected apart from GIS datasets? Are you looking for DMS system to manage the documents and datasets? Do you need a Web Based Dashboard or is a desktop-based app, if proposed, will be acceptable?	Please refer to RFP. No change is contemplated.
57	Schedule 1 3.1.1	Does NITI Aayog has map data available with them or is it expected from Vendor to procure it for NITI Aayog? Will any online basemaps like Esri Maps will suffice?	Please refer to RFP. No change is contemplated.
58	Schedule 1 3.1.1	Will the NDAP user Interface be dynamic and customized based on segmentation on user profiles/ state/sector, etc. [in case of registered users]	Please refer to RFP. No change is contemplated.
59	Schedule 1 3.1.1	Will the functionality of 'Saved Searches', 'Download History', 'Recommended Items to View', etc. also be provided to registered users (over and above "learned search recommendations")?	Please refer to RFP. No change is contemplated.
60	Schedule 1 3.1.1	By Data catalogue, do you mean to manage a metadata catalogue which help data discovery, please confirm?	Please refer to RFP. No change is contemplated.
61	Schedule 1 3.1.1	1. What is the number of static and dynamic dashboards? 2. What is the level of drill down required for dashboards 3. What is the number of automated reports needs to be developed 4. What is the number of adhoc reports per day/week/month 5. What is the level of drill down required for reports	Please refer to RFP. No change is contemplated.
62	Schedule 1 3.1.1	1. Under User Sensitive Access Requirements (a), By Data catalogue, do you mean to manage a metadata catalogue which help data discovery, please confirm? 2. Under User Sensitive Access Requirements (b), What is the number of static and dynamic dashboards and What is the level of drill down required for dashboards? 3. Under User Sensitive Access Requirements (d), What is the number of automated reports needs to be developed , What is the number of adhoc reports per day/week/month and What is the level of drill down required for reports?	Please refer to RFP. No change is contemplated.
63	Schedule 1 3.1.1	What are the requirements with regards to onboarding of new datasets/sources, modifications of existing datasets/sources? It is expected that new data sets (along with modifications to existing datasets) will have to be on to the platform. This is an	Please refer to RFP. No change is contemplated.

		ongoing activity requiring fairly sophisticated tooling.	
64	Schedule 1 3.1.1	What are the requirements with regards to garbage-collection of data artifacts (intermediate data, data pipelines, reports)? It has been our experience that the platform gets unnecessarily bogged down by such artifacts and a number of sophisticated mechanisms have to be employed to run the platform in a cost effective manner.	Please refer to RFP. No change is contemplated.
65	Schedule 1 3.1.1	Maintaining freshness of data in the platform would require the platform to poll the data producing systems or require the data producing systems to push the data. What is the expected modality of ingestion? Or, are both to be supported?	Please refer to RFP. No change is contemplated.
66	Schedule 1 3.1.1	Data Requirements - (1) Coverage of Data Sources and Formats - (c) Have an automated system for alerts on addition of new datasets for any of the above sources, necessary for updating of NDAP. Does the source support API to get list of datasets available ? Who should the alert be sent to ? and what action to be taken ? and the SLA for taking action ?	Please refer to RFP. No change is contemplated.
67	Schedule 1 3.1.1	Data Requirements - (1) Coverage of Data Sources and Formats - (d) Fetch data in structured and semi-structured format from all the Government websites (both State and Central) and reports Is the schema in this system the same as the source ?	Please refer to RFP. No change is contemplated.
68	Schedule 1 3.1.1	Multilingual data may exist on the websites listed , esp the websites of state governments . Does the scope include Natural Language processing to be done for all 22 listed official Indian Languages	Please refer to RFP. No change is contemplated.
69	Schedule 1 3.1.1	Some of the sites e.g. data.gov.in have multiple redundant datasets in on same / similar topics , each with different time period for reports , also being in different states of data completion . Requesting your views on how you foresee or whether you have already considered some aspect of how the single version of truth may be extracted in such scenarios?	Please refer to RFP. No change is contemplated.
70	Schedule 1 3.1.1	i. Please confirm the what proposition of reports are in structured RDBMS/Databases and unstructured (pdf) format ii. Is there requirement for translate the source document (from other local languages) into English for OCR iii. Is there any requirement(s) for web crawling from the respective departments? iv. Do we need to retain the tables from report in readable format post OCR?	Please refer to RFP. No change is contemplated.
71	Schedule 1	Please confirm that that inclusion of additional data sources and reports, other than the	Please refer to RFP. No change is contemplated.

		3.1.1	ones listed / beyond the number of websites mentioned will be taken up through a change management procedure.	
72	Schedule 1 3.1.1	Since every system is different and there is a huge variety of data sets within each Source System, knowing the number of Source Systems (an upper limit) would be helpful in proper estimation	Please refer to RFP. No change is contemplated.
73	Schedule 1 3.1.1	For provisioning of APIs and data files, Niti Aayog would be getting into a direct agreement with the source systems. The Consultant would assist Niti Aayog however the MoU would be between Niti Aayog & respective departments	Please refer to RFP. No change is contemplated.
74	Schedule 1 3.1.1	Niti Aayog will be the point of contact for data sourcing and approvals. Consultant will work directly with Niti Aayog and not with each of the Source Systems. In case consultant is expected to do so, it will have an impact on the engagement commercials.	Please refer to RFP. No change is contemplated.
75	Schedule 1 3.1.1	Can the number of API to be integrated be given? We assume that the scope of SI is only to consume the API provided by the authority	Please refer to RFP. No change is contemplated.
76	Schedule 1 3.1.1	Can the number of websites be provided? Or capped at some number like for the state Govt. sites mentioned as capped at 250?	Please refer to RFP. No change is contemplated.
77	Schedule 1 3.1.1	Can the list of these autonomous and affiliated bodies be provided?	Please refer to RFP. No change is contemplated.
78	Schedule 1 3.1.1	Can the complete list of reports be provided?	Please refer to RFP. No change is contemplated.
79	Schedule 1 3.1.1	The number of websites to be provided. We assume that the list of the websites will be given by NitiAayog during the requirements phase of the project execution	Please refer to RFP. No change is contemplated.
80	Schedule 1 3.1.1	What will be the incremental data load expected per month?	Please refer to RFP. No change is contemplated.
81	Schedule 1 3.1.1	Is this requirement still valid as it is shown striked off.	Please refer to RFP. No change is contemplated.
82	Schedule 1	How is the initial corpus shared to SI. What are the various source systems that need to	Please refer to RFP. No change is contemplated.

		be looked at.	
	3.1.1	Are there any internal data sources available with Niti Ayog which need to be migrated to the proposed system. If yes please do mention the same. Info on the data source ,platform they are hosted on, available data formats and size etc would be helpful.	
83	Schedule 1 3.1.1	Please give more detailed requirement on expectation on data quality and standardization	Please refer to Addendum.
84	Schedule 1 3.1.1	The additional data sources and reports incur more effort from SI. We propose that any report that is not covered in "Indicative List of Reports" section is handled through change management framework.	Please refer to RFP. No change is contemplated.
85	Schedule 1 3.1.1	Request Niti Ayog to provide this Clean master data.	Please refer to RFP. No change is contemplated.
86	Schedule 1 3.1.1	Request Niti Ayog to mention the minimum requirements which are useful for arriving at the sizing of WebCrawler, GIS server, ETL engine, Reporting engine, database etc.	Please refer to RFP. No change is contemplated.
87	Schedule 1 3.1.1	Please remove "Indicative" from ""Indicative List of Reports". Indicative can lead to any number of reports without clear scope definition.	Please refer to RFP. No change is contemplated.
88	Schedule 1 3.1.1	A data model needs to be built to take care of data features. Does NITI Aayog has Data Model ready or this also becomes the scope of the requirement. What will be the Data Inflow rate per second? e.g 50,000 Events per second Will Hyper Converged Infrastructure proposition be acceptable with NITI Aayog?	Please refer to RFP. No change is contemplated.
89	Schedule 1 3.1.1	Will the alert notification be sent to the NDAP Admin group?	Please refer to RFP. No change is contemplated.
90	Schedule 1 3.1.1	Will updating of NDAP with newly added content / database be done post permission/ approval of any Data Catalogue /Content Management Approver? Or will the addition of new data sets be done dynamically and on a real-time basis?	Please refer to RFP. No change is contemplated.
91	Schedule 1 3.1.1	1. Under Data Requirement, What are the API's you envisage for this requirement? 2. Under Data Aggregation, Please elaborate the requirement	Please refer to RFP. No change is contemplated.

92	Schedule 1 3.1.1	While the TOR mentions a base need for 1000 concurrent users and data volume up to 1TB (with scalate out requirements of 2500 concurrent users/ 10TB data volume). With respect to these requirements what are the constraints on the OPEX with respect to hosting? The document does mention "Portal to be procured and hosted on a Government of India Cloud (MeghRaj) or on a Ministry of Electronics and Information Technology (MeitY) empanelled cloud Consultant.".	Please refer to RFP. No change is contemplated.
93	Schedule 1 3.1.1	Data Requirements - (2) Data Aggregation - (c) All data points ingested into NDAP should have a common schematic theme including location, time, and sector. Does it mean all sources will have these three dimensions ?	Please refer to RFP. No change is contemplated.
94	Schedule 1 3.1.1	Could you please specify what kind of cleansing, standardization is needed to ensure accuracy of data? Suggestion: In order to assure quality data, we recommend below: The solution should have the ability to correct mistakes in spellings, inconsistencies, casings and abbreviations The solution should have pre-built libraries for standardization of INDIA specific data The solution should enable parsing of data into atomic level information for better matching The solution should have the capability to identify duplicates and cluster records The solution functions should run within the Appliance which will help meet your data quality requirements – and, in the end, build a strong foundation for business analytics with cleansed and integrated data. The solution should have INDIA specific vocabulary, grammar rule, phonetics, standardization rules, regular expression libraries. The solution should have rules to identify individuals and organization from the customer data The solution should have the ability to identify gender of individuals using the INDIA specific vocabularies.	Please refer to RFP. No change is contemplated.
95	Schedule 1 3.1.1	Please confirm that that the data to be crawled will be in form of pre-defined data sets published in file format on the identified websites and would not involve sifting of the web page content per se.	Please refer to RFP. No change is contemplated.
96	Schedule 1 3.1.1	Niti Aayog will help in seeking the business metadata from each Source System for their respective data sets and help in finalization of the metadata. Consultant will help in improving the metadata and making it uniform.	Please refer to RFP. No change is contemplated.

97	Schedule 1 3.1.1	Consultant will source all non-API data within one week of publishing on the parent website of the data sources and Integrate / Publish it in one quarter of receiving such data since there would be a lot of activities involved w.r.t. metadata management, data integration/processing etc.	Please refer to RFP. No change is contemplated.
98	Schedule 1 3.1.1	Conversion of reports into machine readable format and extraction of the numeric information into machine readable format-Can we assume that it does not include scanned PDF files of data.	Please refer to RFP. No change is contemplated.
99	Schedule 1 3.1.1	System should be able to give a response to any search query involving ten or less indicators (including their analysis and visualization) in 3 seconds or less. There can be multiple output elements for any query and hence we request this limit to be increased to more than 7 seconds	Please refer to RFP. No change is contemplated.
100	Schedule 1 3.1.1	We assume the mentioned 1000 concurrent users refers to the overall web portal users. We feel this is in higher side. Request Niti Ayog to start with 500 concurrent users so that "Pay as you go model" makes it easy to go to 1000 concurrent users as and when it needs to scale. The solution components can be architected/designed in a cloud native model.	Please refer to RFP. No change is contemplated.
101	Schedule 1 3.1.1	We request the authority to specify the payment model in case the concurrent users exceed 1000	Please refer to RFP. No change is contemplated.
102	Schedule 1 3.1.1	Can we utilize licensed commercial tools available in the marketplace for Metadata management Or is it mandatory to custom-develop this software tool as part of scope of work?	Please refer to RFP. No change is contemplated.
103	Schedule 1 3.1.1	Will these aggregation levels be customizable as per user requirement through provision of drop-downs? Or will the Authority provide specific mandates on the granularity/aggregation levels across respective data sets for Registered User consumption Versus NDAP Authority consumption?	Please refer to Addendum.
104	Schedule 1 3.1.1	: Do we need to design and develop the payment notification page - in case of 'recurring cost'? Also, do we need to build the payment gateway module for the Authority?	Please refer to RFP. No change is contemplated.
105	Schedule 1 3.1.1	Are there any specific technology stack and scripting language preferences - Viz Java, Python, .Net, Scala, etc. for the Authority or can we suggest technology tools and stack as per our understanding on the compatibility of the technology/ language/ software with MeghRaj cloud infrastructure?	Please refer to RFP. No change is contemplated.

106	Schedule 1 3.1.1	- Please clarify if the existing Analytics workload count and size on proposed Cloud Platform will also be given weightage at the time of Technical Evaluation. Rationale: Most of the modern Analytics organizations across the world are taking advantage of Cloud Platform's agility and speed of innovations. Choosing a Cloud Platform with proven track record for such Analytics workloads will ensure that NDAP is future proof for any requirements including Real-time Analytics including video, audio, IoT sensors etc.	Please refer to RFP. No change is contemplated.
107	Schedule 1 3.1.1	Under Data Aggregation: 1. Please mention all the incoming data sources. If they are coming from databases please mentioned the DB type. Will the requiste data will be provided if so how may dataset needs to be considered for ingestion and if not please mention number of tables in each of the source database. Is the data only in English. 2. What are the non-API data , please elaborate 3. The reports referred here are the reports which would be read & used in analysis. Is the assumption correct.	Please refer to RFP. No change is contemplated.
108	Schedule 1 3.1.1	Data Requirements - (4) Data quality and standardisation - (a) SLAs and frameworks need to drive data quality as this will enable accuracy in the final reports. What kind of frameworks and SLAs ?	Please refer to Addendum.
109	Schedule 1 3.1.1	At what frequency do Niti Aayog intend to execute the data refresh	Please refer to RFP. No change is contemplated.
110	Schedule 1 3.1.1	Do we need to provide advanced analytics solution to understand the click stream and predictive modelling to understand the future workloads?Suggestion: In order to enhance the site analytics, we suggest the proposed solution should also provide advanced analytics features: 1. Click stream analytics – understand the user clicks and interests of the users and to identify key topics of common interest to aid in future upgrade of content; 2. User segmentation and profiling based on the clicks and portal transactions/downloads/search along with demographic behaviour to understand the key behaviour patterns for user and to enhance the user specific engagement by providing the user specific recommendation based historical search on similar user segments, such that we can enhance the user interactions with portal. 3. Advanced analytics & predictive modelling capability to understand the future workloads based on historical patterns and identify the various factors such as time of	Please refer to Addendum.

		day, day of month when department can expect a heavy load on the portal."	
111	Schedule 1 3.1.1	The nature of data management tasks is core to a Data Analytics Project. Such data management tasks generally require COTS (commercial off the shelf tools) to be procured and utilized to provide robustness at the very core. In order to provide a common ground for all bidders on such core functionalities, it is hereby requested to mandate use of COTS products for data management activities such as Data Integration, Data Quality, Governance and Metadata Management. Non-core activities can be performed either using COTS or Open Source products.	Please refer to RFP. No change is contemplated.
112	Schedule 1 3.1.1	The requirement is not quite clear and needs further elaboration. Please clarify 'Third Party websites'. Also, are we talking about having a single sign on with Third Party websites / Other Department Websites here? OR, are we talking about publishing the report output formats on Third Party websites / Other Department Websites ?	Please refer to RFP. No change is contemplated.
113	Schedule 1 3.1.1	Request to confirm if we can use the Virtual Private Clouds as well as per the MeitY compliance.	Please refer to RFP. No change is contemplated.
114	Schedule 1 3.1.1	For Data analysis, what all analytical models to be part of the portal for inbuilt analytics?	Please refer to RFP. No change is contemplated.
115	Schedule 1 3.1.1	1. Under Data Analysis, Is the assumption correct that all reports would be in english? 2. Please elaborate data quality requirement & SLA. Is the data in multiple languages if so please mention the languages	Please refer to RFP. No change is contemplated.
116	Schedule 1 3.1.1	We request Niti Aayog to suggest the basis of the data archival i.e. time based, user defined etc. We can help in optimizing the data storage requirements on the basis of the same	Please refer to RFP. No change is contemplated.
117	Schedule 1 3.1.1	We request Niti Aayog to kindly confirm the amount of this content for estimation of translation effort	Please refer to RFP. No change is contemplated.
118	Schedule 1 3.1.1	Are these two statements pertaining to same tutorial or separate tutorials are intended for portal and platform. Do Niti Aayog want any specific content to be added to the tutorials	Please refer to RFP. No change is contemplated.
119	Schedule 1 3.1.1	Please confirm that the consultant is not expected to provide any hardware (terminals) for Niti Aayog. They would just be required to provide software Interactivity and Accessibility for blind / impaired users.	Please refer to RFP. No change is contemplated.

120	Schedule 1 3.1.1	Please clarify whether these would be software terminals	Please refer to RFP. No change is contemplated.
121	Schedule 1 3.1.1	Please clarify what is expected from the solution perspective to support this requirement. There is a mention of software for Blind/visually impaired users. Please let us know how is that software going to be part of the solution (portal)	Please refer to RFP. No change is contemplated.
122	Schedule 1 3.1.1	1. Under Interactivity and Accessibility (b), Requirement is not very clear, Please help us understand language translation requirement through any use case. 2. Under Interactivity and Accessibility (c), Which all language needs to be supported? 3. Under Interactivity and Accessibility (d), Requirement is not very clear, Please help us understand Context sensitive 'Help' feature through any use case. 4. Under Interactivity and Accessibility (e) and (f), Requirement is not very clear, Please help us understand requirement through any use case.	Please refer to RFP. No change is contemplated.
123	Schedule 1 3.1.1	What existing (already deployed) Authentication and Authorization system can be leveraged upon? What existing (already deployed) Employment data bases (with respect to departments, seniority and security clearance) can be leveraged upon?	Please refer to RFP. No change is contemplated.
124	Schedule 1 3.1.1	With respect to disaster recovery what level of geographical redundancy needs to be provided?	Please refer to RFP. No change is contemplated.
125	Schedule 1 3.1.1	Is Security Audit for COTS products needed too?	Please refer to RFP. No change is contemplated.
126	Schedule 1 3.1.1	What are the Recovery Point Objective (RPO) and Recovery Time Objective (RTO) requirements with respect to disaster recovers?	Please refer to RFP. No change is contemplated.
127	Schedule 1 3.1.1	What are the High Availability (HA) requirements (in terms of uptime, one-nine, two-nines etc).	Please refer to RFP. No change is contemplated.
128	Schedule 1 3.1.1	Since it is a cloud based platform, is the department fine with a Near Site Disaster Recovery system?	Please refer to RFP. No change is contemplated.
129	Schedule 1	Niti Aayog will be the sole organization performing the UAT that the consultant will directly liasion with. In case Niti Aayog wants other departments / agencies to perform	Please refer to RFP. No change is contemplated.

	3.1.1	the UAT, the same will be the responsibility of Niti Aayog. In case consultant is expected to do so, it will have an impact on the engagement commercials.	
130	Schedule 1 3.1.1	Is the DR site 100% copy of DC or 50% of DC? Is there a need for all the services available at DR site or only key services? If yes, please define key services. For e.g.., in DR site, upload of new datasets might not be needed. This can be continued post services are restored at the DC site.	Please refer to RFP. No change is contemplated.
131	Schedule 1 3.1.2	Request to provide the criteria for defining a CR. For e.g.., if the additional feature takes more than x man days it is construed as CR. We request to mutually discuss and agree on the estimates of effort. The cost for the additional hardware/compute/storage that is required, if need be, to host these services on cloud has to be borne by Niti Aayog. Again, these costs can be calculated on "pay as you use" model.	Please refer to RFP. No change is contemplated.
132	Schedule 1 3.2	If the project is to be completed on time, it would require binding both parties with timelines to fulfill their respective part of obligations. You may consider including the below simple clause: Within 10 days (or any other agreed period) from Client's receipt of a draft deliverable, Client will notify Consultant if it is accepted. If it is not accepted, Client will let Consultant know the reasonable grounds for such non acceptance, and Consultant will take reasonable remedial measures so that the draft deliverable materially meets the agreed specifications. If Client does not notify Consultant within the agreed time period or if Client uses the draft deliverable, it will be deemed to be accepted.	Please refer to RFP. No change is contemplated.
133	Schedule 1 3.2.3	What is the scope of data migration? 1. What is source for the data for migration 2. We understand the proposed data warehouse would be target system for migration, please confirm 3. What will be volume of data migration 4. How many years of data needs to be migrated 5. We assume data for migration are all structured and RDBMS data, please confirm 6. Is there a need of data cleansing/quality for data need to be migrated	Please refer to RFP. No change is contemplated.
134	Schedule 1 3.3	Request Niti Aayog to define the environments to be setup. 1. Development, 2.Test, 3. Integration testing/UAT, 4, Production, 5.DR etc. Additionally, SI may propose and set up Load testing/Performance testing	Please refer to RFP. No change is contemplated.

		environments. As the setup can be on cloud, some of the environments can be setup for a specific period and later dismantled. We request the charges for the setting and usage of these environments on cloud to be paid by Niti Aayog	
135	Schedule 1 4.4.2	Please clarify if subscription based flexible Cloud Native services are preferred compared to COTS based perpetual License model which once procured can't be changed for the entire project duration. Rationale: Analytics, Machine Learning, Natural Language Processing, Artificial Language is an evolving field and new frameworks are evolving every 3 – 4 months. Committing to a technology stack for 5 years may not provide desired agility for NDAP portal. Instead, a Subscription based model should be preferred where analytics stack can be updated without any Technology debt.	Please refer to RFP. No change is contemplated.
136	Schedule 1 5.1	An SRS for entire functionality in three weeks would be an extremely short period. An SRS involves the entire technical team's involvement. Can this be limited to just the FRS preparation and sign off?	Please refer to RFP. No change is contemplated.
137	Schedule 1 5.1	This would mandate a PAS cloud offering for a Service Provider. In case a Service Provider doesn't want to go with a PAS Cloud offering (in order to provide best of breed components to Niti Aayog), the six weeks timeline for POC will be extremely stringent. Steps Involved in POC: 1. Procurement & Delivery of Software Licences with respective vendors 2. Installation and Configuration of Software Products 3. Completion of all requirements / UI Mock Ups 4. Mock Data Preparataion 5. Development of Screens for entire portal functionality Suggestion: Can this clause be limited to Specific / Key Portal requirements in first six weeks ? or can the time period be increased to 9 weeks ? Alternatively, if the mock data is limited to a few rows each, the POC can be done on a local desktop / laptop. Please confirm on the same.	Please refer to RFP. No change is contemplated.
138	Schedule 1 5.1	KD 2 :This milestone should be shifted after Data requirements since Data Visualization requires Data to be collected, integrated, aggregated and prepared beforehand. Alternatively, if this section means conducting a POC only for demonstrating the features of the proposed data visualization tool, then this is fine.	Please refer to RFP. No change is contemplated.

139	Schedule 1 5.1	KD 3 : This milestone should be before Data Visualization since Data Visualization requires Data to be prepared beforehand.	Please refer to RFP. No change is contemplated.
140	Schedule 1 5	We request upfront 80% payment for any COTS product procured for the project, The rest 20% to be payed post commissioning We also request Development Phase Payment to be 60% of the Agreement Value and O&M phase to be 40% of the agreement value	Please refer to RFP. No change is contemplated.
141	Schedule 1 5	We also request you to share no. of days in which payment would be disbursed after the sign off	Please refer to RFP. No change is contemplated.
142	Schedule 1 5.3	Request the payment during Operations Phase to be released on a monthly basis instead of quarterly monthly basis for Services rendered during any preceding quarter of the Operations Phase and shall be equal to 3% (three per cent) of the Agreement Value for the first 15 (fifteen) quarters of the Operations Phase and the balance 5% (five per cent) of the Agreement Value for the last quarter	Please refer to RFP. No change is contemplated.
143	Schedule 1 5.3	Since the Development Phase of the project would entail major costs on account of Hardware and Software provisioning and implementation, which is also resource intensive, the payment milestones are requested to be changed to following: Payments to be made to the Consultant shall be in accordance with the payment schedule provided in this Paragraph 5 and shall be divided into two stages: (a) Development Phase - 60% of Agreement Value (b) Operations Phase - 40% of Agreement Value	Please refer to RFP. No change is contemplated.
144	Schedule 1 5.3	Following the query above, this clause is requested to be changed to: 5.3 Payment to be made for and in respect of the Operations Phase commencing from the 1st (first) anniversary of the Effective Date shall be equal to 40% (forty per cent) of the Agreement Value. The payment during Operations Phase shall be released on a quarterly basis for Services rendered during any preceding quarter of the Operations Phase and shall be equal to 2.5% (two point five per cent) of the Agreement Value.	Please refer to RFP. No change is contemplated.
145	Schedule 1 5.4	The Authority shall have the right to withhold any payment for only unperformed Services. Payments for unperformed services can be withheld and not otherwise. Further, words like 'satisfactory' are vague and be avoided. No unilateral deductions needs to be permitted. Bidder suggests this provision be revised as under: The Authority shall have the right to withhold any payment for unperformed Services	Please refer to RFP. No change is contemplated.

		due to the Consultant in case of delays or defaults in the work undertaken by the Consultant. Such withholding of payment shall not amount to a default on the part of the Authority.	
146	Schedule 1 5.4	Request to omit following: 'The Authority shall have the right to withhold any payment due to the Consultant in case of delays or defaults in the work undertaken by the Consultant. Such withholding of payment shall not amount to a default on the part of the Authority.'	Please refer to RFP. No change is contemplated.
147	Schedule 2 1.11	- Request to replace consultant with authority in 'Unless otherwise specified in the Agreement, the Consultant shall pay all such taxes, duties, fees and other impositions as may be levied under the Applicable Laws and the Authority shall perform such duties in regard to the deduction of such taxes as may be lawfully imposed on it.' - Request to add 'Any increase or decrease in the rates of the applicable taxes, duties or any new levy on account of changes in law shall be to the account of Customer.' after the above point.	Please refer to RFP. No change is contemplated.
148	Schedule 2 2.9.1	Provisions in 2.9.1 (a) to (f) primarily deals with instances of termination for cause. However 2.9.1 (g) is a unilateral termination right which the authority has to terminate the agreement for no fault of the consultant but for authority's own convenience. We suggests this provision be entirely deleted.	Please refer to RFP. No change is contemplated.
149	Schedule 2 2.9.1	Request to add ' In the event of termination Customer shall pay applicant for goods delivered and services rendered till the date of termination. In the event of termination Authority shall pay consultant for goods delivered and services rendered till the date of termination.' after 'Either Party shall have the right to terminate this Agreement at any time in the event that the other party commits a material breach of the Agreement and fails to cure such default to the non-defaulting party's reasonable satisfaction within sixty (60) days.'	Please refer to RFP. No change is contemplated.
150	Schedule 2 2.9.5	We request to confirm that prior to date of termination means the effective date of termination.	Please refer to RFP. No change is contemplated.
151	Schedule 2 2.10.1	Consultant would not share the source code as it is proprietary rights of the consultant but would give user/subscription license to the authority to operate through whole product.	Please refer to RFP. No change is contemplated.
152	Schedule 2	Perhaps perpetual user's license can be given to the authority, Consultants will hold the ownership of this product/Platform, Meanwhile Authority would not have any	Please refer to RFP. No change is contemplated.

		objections to the Consultant to use commercially for other clients.	
	2.10.1		
153	Schedule 2 2.10.5	Instead of consultant, authority may be written in 'The Consultant shall bear and pay all costs incidental to transfer of all of the rights, title and interest of the Consultant in the NDAP in favour of the Authority upon Termination, save and except that all stamp duties payable on any deeds or Documents executed by the Consultant in connection with such transfer shall be borne by the Authority, save and except as provided in Clause 2.9.5'	Please refer to RFP. No change is contemplated.
154	Schedule 2 3.2.2	This provision needs to be deleted. In any case this cannot extend to Affiliates.	Please refer to Addendum.
155	Schedule 2 3.4	We submit, bidder should not be held responsible for any breach committed to the value of contract each time. We request that the exposure of the bidder to the authority under this agreement shall not exceed a limit equal to agreement value. The way this clause is worded, it amounts to unlimited liability. Bidder suggest this provision be revised as under: 3.4.2 The Consultant shall, subject to the limitation specified in Clause 3.4.3, be liable to the Authority for any direct loss or damage accrued or likely to accrue due to deficiency in Services rendered by it. For the avoidance of doubt, the Parties agree that the liability of the Consultant to the Authority under this Agreement shall not exceed a limit equal to the Agreement Value. 3.4.3 The Parties hereto agree that in case of negligence or wilful misconduct on the part of the Consultant or on the part of any person or firm acting on behalf of the Consultant in carrying out the Services, the Consultant, with respect to damage caused to the Authority's property, shall not be liable to the Authority: (i) for any indirect or consequential loss or damage; and (ii) for any direct loss or damage that exceeds the Agreement Value set forth in Clause 6.1.2 of this Agreement. 3.4.4 Notwithstanding any other provision: (A) Neither party shall be liable to the other for any special, indirect, incidental, consequential (including loss of profit or revenue), exemplary or punitive damages whether in contract, tort or other theories of law, even if such party has been advised of the possibility of such damages. (B) The total cumulative liability of either party arising from or relating to the	Please refer to RFP. No change is contemplated.

		Agreement shall not exceed the amount paid to the Consultant by the Authority under the Agreement. (C) The Consultant shall be excused and not be liable or responsible for any delay or failure to perform the services or failure of the services or a deliverable or plant under the Agreement to the extent that such delay or failure has arisen as a result of any delay or failure by the Authority or its employees or agents or third party service providers to perform any of its duties and obligations. In the event that the Consultant is delayed or prevented from performing its obligations due to such failure or delay on the part of or on behalf of the Authority, then the Consultant shall be allowed an additional period of time to perform its obligations and unless otherwise agreed the additional period shall be equal to the amount of time for which the Consultant is delayed or prevented from performing its obligations due to such failure or delay on the part of or on behalf of the Authority. Such failures or delays shall be brought to the notice of the Authority and subject to mutual agreement (including on commercials) with the Authority, the Consultant shall take such actions as may be necessary to correct or remedy the failures or delays.	
156	Schedule 2 3.4.3	Request to add ',indirect, punitive, consequential or incidental loss, damage, claims, liabilities, charges, costs, expense or injury (including, without limitation, loss of use, data, revenue, profits, business and for any claims of any third party claiming through applicant) that may arise out of or result from this Agreement.;' in continuation to following (i) point. The Parties hereto agree that in case of negligence or wilful misconduct on the part of the Consultant or on the part of any person or firm acting on behalf of the Consultant in carrying out the Services, the Consultant, with respect to damage caused to the Authority's property, shall not be liable to the Authority: (i) for any indirect or consequential loss; and (ii) for any direct loss or damage that exceeds (a) the Agreement Value set forth in Clause 6.1.2 of this Agreement, or (b) the proceeds the Consultant may be entitled to receive from any insurance maintained by the Consultant to cover such a liability in accordance with Clause 3.5.2, whichever of (a) or (b) is higher.	Please refer to RFP. No change is contemplated.
157	Schedule 2 3.4.3	Client is requested to include to clause to state that we will not be liable for any indirect and consequential losses or damages. This is as per GFR and MeitY guidelines and also the industry standard. Even the law, Contract Act, stipulates and remote and consequential damages are not payable. Client is requested to include the below clause:	Please refer to RFP. No change is contemplated.

		Purchase/Client agrees that Consultant will not be liable for (i) loss or corruption of data from your systems, (ii) loss of profit, goodwill, business opportunity, anticipated savings or benefits or (iii) indirect or consequential loss.	
158	Schedule 2 3.4.4	Instead of 'to a limit equal to the Agreement Value.', it is requested to include ' The aggregate liability of consultant, under this Agreement, shall not exceed the fees (excluding reimbursements) received by it under this contract during the six months preceding the date of first claim.' in 'This limitation of liability specified in Clause 3.4.3 shall not affect the Consultant's liability, if any, for damage to Third Parties caused by the Consultant or any person or firm acting on behalf of the Consultant in carrying out the Services subject, however,'	Please refer to RFP. No change is contemplated.
159	Schedule 2 3.5	We wish to clarify that we maintain insurances, at the firm level, which are required to be maintained by us as per the provision of laws. Separate insurances for this project may not be required in light of such firm level insurance. We can provide you with a confirmation about our firm level insurance and that to the extent required by law, this project will also be covered under that insurance. We hope that should suffice. Please confirm.	Please refer to RFP. No change is contemplated.
160	Schedule 2 3.5.2	The employer liability is generally applicable to hardhat and manufacturing industries. Since such policy coverage will not be applicable to the nature of services envisaged under the RFP, the same may not be considered. Bidder suggests this provision be entirely deleted.	Please refer to RFP. No change is contemplated.
161	Schedule 2 3.6	We request a confirmation that the audit is limited to the price submitted in the response and the systematic accounts is limited to invoices to be submitted.	Please refer to RFP. No change is contemplated.
162	Schedule 2 3.6	The Consultant shall: (a) keep accurate and systematic accounts and records in respect of the Services provided under this Agreement, in accordance with internationally accepted accounting principles and in such form and detail as will clearly identify all relevant time charges and cost (as referred in section Financial Proposal Form 2) , and the basis thereof (including the basis of the Consultant's costs (as referred in section Financial Proposal Form 2) and charges); and	The Consultant's cost and charges would generally be as quoted in the bid.
163	Schedule 2 3.6	We wish to clarify that we will retain our records as per our records retention policies. Upon reasonable notice, we will allow Client to inspect our invoicing records under this engagement; such inspection shall be done in a pre-agreed manner and during normal business hours. For avoidance of doubt, such inspection should not cause us to	The Consultant's cost and charges would generally be as quoted in the bid.

		be in breach of our organizational confidentiality requirements. Please acknowledge that our audit related obligations will be subject to foregoing statement.	
164	Schedule 2 3.6	Authority has the right to audit except cost records	Please refer to RFP. No change is contemplated.
165	Schedule 2 3.10	Since these details will be changing during the project duration we request the insurance requirement to be deleted.	Please refer to RFP. No change is contemplated.
166	Schedule 2 3.14	SI shall provide indemnity for infringement, breach of confidentiality, death, personal injury, gross negligence, willful misconduct and property damage. All others are already covered under the limitation of liability hence request the clauses) ii),iii),iv),v),vi),vii) to be deleted.	Please refer to RFP. No change is contemplated.
167	Schedule 2 3.14	- In the GST regime, this clause may not be feasible. We request you to kindly delete this clause. Alternatively, kindly limit liability under this clause to reimburse you any penalty / fine that may be imposed on you solely due to breach of GST laws on our part, subject to overall cap of one time the fees payable to us under this agreement. - We agree to indemnify to the extent the damages/losses are finally determined by a competent court or arbitration. Please make indemnities subject to final determination by court/arbitrator. This is also the industry standard and prescribed by MeitY in its guidelines. - The indemnities set out in this agreement shall be subject to the following conditions: (i) the Indemnified Party as promptly as practicable informs the Indemnifying Party in writing of the claim or proceedings and provides all relevant evidence, documentary or otherwise; (ii) the Indemnified Party shall, at the cost of the Indemnifying Party, give the Indemnifying Party all reasonable assistance in the Defense of such claim including reasonable access to all relevant information, documentation and personnel provided that the Indemnified Party may, at its sole cost and expense, reasonably participate, through its attorneys or otherwise, in such Defense; (iii) if the Indemnifying Party does not assume full control over the Defense of a claim as provided in this clause, the Indemnifying Party may participate in such defense at its sole cost and expense, and the Indemnified Party will have the right to defend the claim in such manner as it may deem appropriate, and the cost and expense of the Indemnified Party will be included in losses; (iv) the Indemnified Party shall not prejudice, pay or accept any proceedings or claim, or compromise any proceedings or claim, without the written consent of the	Please refer to RFP. No change is contemplated.

		Indemnifying Party; (v) all settlements of claims subject to indemnification under this Clause will: a. be entered into only with the consent of the Indemnified Party, which consent will not be unreasonably withheld and include an unconditional release to the Indemnified Party from the claimant or plaintiff for all liability in respect of such claim; and b. include any appropriate confidentiality agreement prohibiting disclosure of the terms of such settlement; (vi) the Indemnified Party shall account to the Indemnifying Party for all awards, settlements, damages and costs (if any) finally awarded in favor of the Indemnified Party which are to be paid to it in connection with any such claim or proceedings; (vii) the Indemnified Party shall take steps that the Indemnifying Party may reasonably require to mitigate or reduce its loss as a result of such a claim or proceedings; (viii) in the event that the Indemnifying Party is obligated to indemnify an Indemnified Party pursuant to this clause, the Indemnifying Party will, upon payment of such indemnity in full, be subrogated to all rights and defenses of the Indemnified Party with respect to the claims to which such indemnification relates; and (ix) if a Party makes a claim under the indemnity set out under Clause above in respect of any particular loss or losses, then that Party shall not be entitled to make any further claim in respect of that loss or losses (including any claim for damages).	
168	Schedule 2 5.3	We request that the new taxes ,increase or decrease due to change of Applicable law is on actuals after submission of bid date.	Please refer to RFP. No change is contemplated.
169	Schedule 2 6.3(a)	We request Niti Aayog to revisit this clause	Please refer to RFP. No change is contemplated.
170	Schedule 2 7.2.1	7.2.1 Liquidated Damages for error/variation In case any error or variation is detected in the reports submitted by the Consultant and such error or variation is the result of negligence or lack of due diligence on the part of the Consultant, the consequential damages thereof shall be quantified by the Authority in a reasonable manner and recovered from the Consultant by way of deemed liquidated damages, subject to a maximum of 25% (twenty five per cent) 10% (TEN PERCENT) of the Agreement Value You may like to consider deletion of Point 2 (section 7.2.1 Liquidated Damages for error/variation) as the entire platform will go through series of approval process and testing and unless data is incorrect or the due diligence is not adopted in user acceptance and testing process this will be contentious and liable to dispute.	Please refer to RFP. No change is contemplated.

171	Schedule 2 7.2.1	Hence we request 7.2.1 to be deleted as 7.2.2 already exists.	Please refer to RFP. No change is contemplated.
172	Schedule 2 7.2.1	We request you to reduce the penalties due to liquidated damages and cap it to 10% of the agreement value	Please refer to RFP. No change is contemplated.
173	Schedule 2 7.2.1	The parameters on which these penalties will be calculated are very subjective. We request the client to provide definitive parameters on the penalties that may be charged under this section. Alternatively, we propose deletion of this clause.	Please refer to RFP. No change is contemplated.
174	Schedule 2 7.2.1	We request that Liquidated Damages be restricted to a maximum of 5% (five per cent) of the value of agreement under any provision of the contract.	Please refer to RFP. No change is contemplated.
175	Schedule 2 7.2.1	Instead of 25%, request to keep 5%.	Please refer to RFP. No change is contemplated.
176	Schedule 2 7.2.1	We request Niti Aayog to kindly limit the Liquidated damages to 10% of the project value	Please refer to RFP. No change is contemplated.
177	Schedule 2 7.2.2	- We request client to cap the liquidated damages/penalties cumulatively to 5% of the total contract value. - We understand that as per Contract Act, where LDs are stipulated, generally any other damages cannot be claimed. Therefore we request you to kindly make imposition of liquidated damages as sole and exclusive remedy for corresponding breaches. - We understand that we would be liable to pay liquidated damages to the extent corresponding breach is solely attributable to us. Kindly confirm.	Please refer to RFP. No change is contemplated.
178	Schedule 2 7.2.2	Request to make 0.1% instead of 0.2%; Request to make 5% instead of 10% Request to add 'The aggregate penalty(SLA+LD) that can be deducted under this contract shall be restricted to a maximum of 5% of the total contract value'	Please refer to RFP. No change is contemplated.
179	Schedule 2 7.2.3	We request that invocation needs to be with prior written notice. Further, adjustment needs to be towards undisputed liquidated damages. Bidder suggests this provision be revised as under: 7.2.3 Encashment and appropriation of Performance Security The Authority shall have the right to invoke and appropriate the proceeds of the	Please refer to RFP. No change is contemplated.

		Performance Security, in whole or in part, with prior written notice to the Consultant in the event of breach of this Agreement or for recovery of undisputed liquidated damages specified in this Clause 7.2. (Invocation needs to be with prior written notice. Further, adjustment needs to be towards undisputed liquidated damages).	
180	Schedule 2 7.2.3	Remove 'The Authority shall have the right to invoke and appropriate the proceeds of the Performance Security, in whole or in part, without notice to the Consultant in the event of breach of this Agreement or for recovery of liquidated damages specified in this Clause 7.2'	Please refer to RFP. No change is contemplated.
181	Schedule 2 7.4	Request to remove 'other penal action including debarring for a specified period may also be initiated as per policy of the Authority'	Please refer to RFP. No change is contemplated.
182	Schedule 2 Annex -8	Earlier, it has been mentioned that : "Portal to be procured and hosted on a Government of India Cloud (MeghRaj) or on a Ministry of Electronics and Information Technology (MeitY) empanelled cloud Consultant.". Request if you could please share how the Service Level Agreements with the consultant may be enforced in isolation from the SLAs offered by MeghRaj or any of the empanelled could service providers. Since the infrastructure etc. will be provided by the hosting partner, the aspects of SLA impacted on account of that needs to be understood and request clarification on the same.	Please refer to RFP. No change is contemplated.
183	Schedule 2 Annex -8	Is agreement (SLA) terms flexible, In terms of Technical and Financial aspects during negotiation?	Please refer to RFP. No change is contemplated.
184	Schedule 2 Annex -8	We request you to cap damages due to SLAs and Liquidated Damages combined at 10%	Please refer to RFP. No change is contemplated.
185	Schedule 2 Annex -8	Client is requested to cap the overall damages that may be charged for breach of service levels to 5% of the payment for the respective quarter.	Please refer to RFP. No change is contemplated.
186	Schedule 2 Annex -8	Request for 0.5% instead of 2%.	Please refer to RFP. No change is contemplated.
187	Schedule 2	Request you to please define an adverse media publicity ?Can we consider a formal ticket from NITI Aayog to trigger the incident resolution computing time for this? The	Please refer to RFP. No change is contemplated.

	Annex -8	reports can be obscure and at times do not give enough information to fix the problems.	
188	Schedule 2 Annex -8	Request to make 5% instead of 10%. Request to add 'by giving 90 days notice periods to the consultant. In the event of termination authority shall pay consultant for goods delivered and services rendered till the date of termination. The Goods that are complete and ready for shipment within 30 days after the Supplier's receipt of notice of termination, the goods shall be accepted by the Purchaser at the Contract terms and prices. For the remaining Goods, the Purchaser may elect: (a) To have any portion completed and delivered at the Contract terms and prices ; or (b) To cancel the remainder and pay to the Supplier an agreed amount as per the Terms & conditions of the contract for partially completed Goods and for materials and parts previously procured or services rendered by the Supplier.'	Please refer to RFP. No change is contemplated.
189	Appendix 1 Form 1	In line with MeitY guidelines for declarations of such nature, request you to modify this clause as below - (i) A bidder shall be debarred if he has been convicted of an offence— i. under the Prevention of Corruption Act, 1988; or ii. the Indian Penal Code or any other law for the time being in force, for causing any loss of life or property or causing a threat to public health as part of execution of a public procurement contract. (ii) A bidder debarred under sub-section (i) or any successor of the bidder shall not be eligible to participate in a procurement process of any procuring entity for a period not exceeding three years commencing from the date of debarment. Department of Commerce (DGS&D) will maintain such list which will also be displayed on the website of DGS&D as well as Central Public Procurement Portal.	Please refer to RFP. No change is contemplated.
190	Appendix 1 Form 5	Please allow us to submit certificate from Authorized Signatory or CA	Please refer to RFP. No change is contemplated.
191	Appendix 1 Form-7	Can we submit diagrams / graphical representation of the proposed approach along with the write up?	Please refer to RFP. No change is contemplated.
192	Appendix 1 Form-7	Can we showcase multi-country projects undertaken by our organization / 'Consultant' (across industry domains) under the Technical section?	Please refer to RFP. No change is contemplated.

193	Appendix 1 Form-8	i)We request the authority to accept Company Secretary letter rather than the letter from the Statutory Auditor, ii)We also request the authority to allow consultants reproduce masked names of the client in case NDA is signed between the end customer and the consultant	Please refer to RFP. No change is contemplated.
194	Appendix 1 Form-9	We also request the authority to allow Key Personnel reproduce masked names of the client in case NDA is signed between the end customer and the consultant	Please refer to RFP. No change is contemplated.
195	Appendix 1 Form-12	We request that CVs can be signed and submitted by authorised signatory.	Please refer to RFP. No change is contemplated.
196	Appendix 1 Form-12	Curriculum Vitae (CV) of Key Personnel Certification: required for the current assignmentWe request SI training and certification to be given equal weightage and consideration vs external certification.	Please refer to RFP. No change is contemplated.
197	Appendix 1 Form-14	Can we provide sub-contractor options for the same service (for example, two sub-contractors based on their ETL expertise)?	Please refer to RFP. No change is contemplated.
198	General	1.What are the requirements for signing a contract between the parties after an agreement is reached on the business terms? 2. What are the regulatory and legal requirements to which the centre is subjected? 3. Are we expecting to work with a local partner?	Please refer to RFP. No change is contemplated.
199	General	1.What is the targeted purposed of the centre? 2. What are the requirements in terms of bureau premises? 3. What are the expectations in terms of running the process needed to establish premises? 4. What is the expected ownership structure of the centre? 5. Will we be an exclusive contracted service provider to the centre for the agreed services? 6. Will there be a Disaster Recovery site and will we need to create this as well? 7. Is there already a Disaster Recovery format in place for Indian Government sites?	Please refer to RFP. No change is contemplated.
200	General	1.Will we be responsible for determining the required IT infrastructure, including required hardware, software and licenses for the centre's operation? 2. Or is there a preconceived approach to how to proceed?	Please refer to RFP. No change is contemplated.

		3. Will we be fully responsible for the implementation of the IT infrastructure? 4. Will the infrastructure be built by us or will it be taken over by NITI Aayog? 5. Will ongoing management of the Centre be done by us or will it be taken over by NITI Aayog? 6. Will we be expected to only create the analysis engine or also deliver the data to users (ie. is this a full service platform delivery)? 7. What is the expected model in terms of private/public usage? 8. What is the plan for access to the data analytics centre?	
201	General	1.What is the scope of data analytics that the centre is expected to undertake (ie. credit analysis only or inclusive of other types of analysis – financial crime, weather patterns, traffic flow, etc)? 2. Will we be expected to offer continual analytical innovation and upgrades or will NITI Aayog want to do that? 3. Will we be expected to deliver the full operational suite required for data usage (ie. legal documentation, termsheets, etc)? 4. Is the purpose to build or to build and operate the centre?	Please refer to RFP. No change is contemplated.
202	General	1.What commercial and marketing activities are needed for the operation of the bureau? 2. Will we be able to use the successful deployment of the Centre in our marketing materials?	Please refer to RFP. No change is contemplated.
203	General	1.Will the analytics centre be responsible for collecting the data or will it be fed from another source? 2. Will the data be structured and unstructured? 3. What forms will the data be in (written, audio, video, biometric, etc)? 4. Will the sources of data be limited in any way? 5. Will the types of data collected be limited in any way? 6. Will the usage of data be limited in any way? 7. How often will the data be collected or will it be continuous? 8. Is there a set plan for how to collect the data?	Please refer to RFP. No change is contemplated.

		9. Will we be responsible for the quality of the data collected by the centre? 10. Will we have a say in data sources? 11. Are you willing to buy data or will it only be contributory through regulation? 12. If we are responsible for generating data analytics, will we be able to generate our own concepts or will it have to specifically serve NITI Aayog's requirements? 13. Who will have access to the data? 14. Who will be able to access any analytical tools developed? 15. Will both the public and private sectors have access to the analytic outputs? 16. Do you have a preconceived plan for how the analytics will be used?	
204	General	1.Will we be required to design security as well or is there a standard Indian Government approach? 2. Who will be responsible for designing physical security? 3. Will the centre be accessible via external portals or will usage only be on site?	Please refer to RFP. No change is contemplated.
205	General	1.Does NITI Aayog have a budget and costings in mind? 2. Has the budget for this project already be considered and approved? 3. Does NITI Aayog have hardware and software vendors that we must use or are these more flexible? 4. Does NITI Aayog have expectations in terms of stages or will this be determined together? 5. Will we be able to use the inputs and outputs of the centre? 6. Do you have a contract tenor in mind? 7. Do you have renewal terms in mind? 8. Is there an opportunity for equity investment into the centre?	Please refer to RFP. No change is contemplated.
206	General	1.Have you considered the construction of the board and who will be responsible for overseeing the centre? 2. Will you accept for us to have representation on the board? 3. Will oversight of the centre remain within NITI Aayog? 4. What would be the process for dispute support and any changes to data?	Please refer to RFP. No change is contemplated.
207	General	Can we assume the development team can work based out of the SI's development centers and one or two key resources can work based out of Niti Aayog's premises?	Please refer to RFP. No change is contemplated.
208	General	Other Queries:	Please refer to RFP. No change is contemplated.

		- We have not seen anything mentioned of Big Data System in this, does NITI plans to procure one? - Since RFP mentions about dashboards, are you looking to have the dashboards integrated with Dynamic maps as well? - Where is the site map data coming from, who would be providing GIS basemaps ? - Where and how the data for maps like location, time and sector would be coming from. - RFP talks about Radar Chart, 3D Visualization, and geo-mapping. What is expected out of this point? - Operations phase generally require skilled resource like system administrator/DBA. RfP doesn't mention requirement. Kindly clarify.		
209	General	We request authority to share whether the consultants/bidders should propose COTS or Enterprise Supported Products only or Open Source could also be proposed	Please refer to RFP. No change is contemplated.	
210	General	- Any support SLAs and classification of the issues to be adhered to as part of the support contract? - Request you to specify the duration of the support services (24 hours/12 hours/ 8 hours) - Request Client is requested to include additional standard exceptions to confidential information (given below), which are industry standard and reasonable. (i) is rightfully known to the recipient prior to its disclosure; (ii) is independently developed by the recipient without use of or reliance on confidential information. - Request client to allow us to retain our working papers and a copy of confidential information for our records and any future reference or audit requirements, subject to confidentiality obligations under this Agreement. - We will be providing services and deliverables to you under the contract. We accept no liability to anyone, other than you, in connection with our services, unless otherwise agreed by us in writing. You agree to reimburse us for any liability (including legal costs) that we incur in connection with any claim by anyone else in relation to the services. Please confirm if our understanding is correct.	Please refer to RFP. No change is contemplated.	
211	General	Request to include 'applicant's failure to perform its contractual responsibilities, to perform the services, or to meet agreed service levels shall be excused if and to the extent applicant performance is effected , delayed or causes non-performance due to Customer's omissions or actions whatsoever.'	Please refer to RFP. No change is contemplated.	

212	General	Request to include 'Services and/or deliverables shall be deemed to be fully and finally accepted by Customer in the event when Customer has not submitted its acceptance or rejection response in writing to applicant within 15 days from the date of installation/commissioning or when Customer uses the Deliverable in its business, whichever occurs earlier. Parties agree that applicant shall have 15 days time to correct in case of any rejection by Customer.'	Please refer to RFP. No change is contemplated.