



SELECTION
OF
CONSULTANT
for
**Development and Operation of
National Data and Analytics
Platform (NDAP)**
REQUEST FOR PROPOSALS

Government of India
April 2026

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SELECTION
OF
CONSULTANT

REQUEST FOR PROPOSALS

Disclaimer

The information contained in this Request for Proposals document (“**RFP**”) or subsequently provided to Applicants, whether verbally or in documentary or any other form by or on behalf of the Authority or any of its employees or advisers, is provided to Applicants on the terms and conditions set out in this RFP and such other terms and conditions subject to which such information is provided.

This RFP is not an agreement and is neither an offer nor invitation by the Authority to the prospective Applicants or any other person. The purpose of this RFP is to provide interested parties with information that may be useful to them in the formulation of their Proposals pursuant to this RFP. This RFP includes statements, which reflect various assumptions and assessments arrived at by the Authority in relation to the Consultancy. Such assumptions, assessments and statements do not purport to contain all the information that each Applicant may require. This RFP may not be appropriate for all persons, and it is not possible for the Authority, its employees or advisers to consider the objectives, technical expertise and particular needs of each party who reads or uses this RFP. The assumptions, assessments, statements and information contained in this RFP, may not be complete, accurate, adequate or correct. Each Applicant should, therefore, conduct its own investigations and analysis and should check the accuracy, adequacy, correctness, reliability and completeness of the assumptions, assessments and information contained in this RFP and obtain independent advice from appropriate sources.

Information provided in this RFP to the Applicants is on a wide range of matters, some of which depends upon interpretation of law. The information given is not an exhaustive account of statutory requirements and should not be regarded as a complete or authoritative statement of law. The Authority accepts no responsibility for the accuracy or otherwise for any interpretation or opinion on the law expressed herein.

The Authority, its employees and advisers make no representation or warranty and shall have no liability to any person including any Applicant under any law, statute, rules or regulations or tort, principles of restitution or unjust enrichment or otherwise for any loss, damages, cost or expense which may arise from or be incurred or suffered on account of anything contained in this RFP or otherwise, including the accuracy, adequacy, correctness, reliability or completeness of the RFP and any assessment, assumption, statement or information contained therein or deemed to form part of this RFP or arising in any way in this Selection Process.

The Authority also accepts no liability of any nature whether resulting from negligence or otherwise, howsoever caused, arising from reliance of any Applicant upon the statements contained in this RFP.

The Authority may in its absolute discretion, but without being under any obligation to do so, update, amend or supplement the information, assessment or assumption contained in this RFP.

The issue of this RFP does not imply that the Authority is bound to select an Applicant or to appoint the Selected Applicant, as the case may be, for the Consultancy and the Authority

reserves the right to reject all or any of the Proposals without assigning any reasons whatsoever.

The Applicant shall bear all its costs associated with or relating to the preparation and submission of its Proposal including but not limited to preparation, copying, postage, delivery fees, expenses associated with any demonstrations or presentations which may be required by the Authority or any other costs incurred in connection with or relating to its Proposal. All such costs and expenses will remain with the Applicant and the Authority shall not be liable in any manner whatsoever for the same or for any other costs or other expenses incurred by an Applicant in preparation or submission of the Proposal, regardless of the conduct or outcome of the Selection Process.

Glossary

Additional Costs	As in Item H of Form-2 of Appendix-II
Agreement	As defined in Schedule-2
Agreement Value	As defined in Clause 6.1.2 of Schedule-2
Applicable Laws	As defined in Schedule-2
Applicant	As defined in Clause 2.1.1
Associate	As defined in Clause 2.3.3
Authorised Representative	As defined in Clause 2.13.3
Authority	As defined in Clause 1.1.1
Bid Security	As defined in Clause 2.20.1
Conditions of Eligibility	As defined in Clause 2.2.1
Conflict of Interest	As defined in Clause 2.3.1
Consultancy	As defined in Clause 1.2
Consultancy and Service Agreement	As defined in Clause 1.1.2
Consultancy Team	As defined in Paragraph 7 of Schedule-1
Consultant	As defined in Clause 1.2
CV	Curriculum Vitae
DBOT	Design, Build, Operate and Transfer
Deliverables	As defined in Paragraphs 4.1 and 5.1 of Schedule-1
Documents	As defined in Clause 2.12
Effective Date	As defined in Clause 2.1 of Schedule-2
Eligible Assignments	As defined in Clause 3.1.6
Expatriate Personnel	As defined in Clause 1.1.1(i) of Schedule-2
Financial Proposal	As defined in Clause 2.15.1
Form of Agreement	Form of Agreement as in Schedule-2
INR, Re, Rs.	Indian Rupee(s)
Key Date or KD	As defined in Paragraph 6.1 of Schedule-1
Key Personnel	As defined in Clause 2.1.4
Lead Member	As defined in Clause 2.1.1
LOA	Letter of Award
Member	As defined in Clause 2.3.3 (a)
NDAP	As defined in Clause 1.1.1
PMU	As defined in Paragraph 9.1 of Schedule-1

PPP	Public Private Partnership
Personnel	As defined in Clause 1.1.1(n) of Schedule-2
Professional Personnel	As defined in Clause 2.14.6
Prohibited Practices	As defined in Clause 4.1
Project	As defined in Clause 1.1.1
Project Director & Team Leader	As defined in Clause 2.1.4
Proposal	As defined in Clause 1.2
Proposal Due Date or PDD	As defined in Clause 1.4
Resident Personnel	As defined in Clause 1.1.1(o) of Schedule-2
RFP	As defined in Disclaimer
Selected Applicant	As defined in Clause 1.5
Selection Process	As defined in Clause 1.5
Services	As defined in Clause 1.1.1(q) of Schedule-2
Sole Firm	As defined in Clause 2.1.1
Statement of Expenses	As defined in Note 13, Form-2 of Appendix-II
Statutory Auditor	An Auditor appointed under Applicable Laws
Sub-Consultant	As defined in Clause 1.1.1(t) of Schedule-2
Support Personnel	As defined in Clause 2.14.6
Technical Proposal	As defined in Clause 2.14.1
TOR	As defined in Clause 1.1.2
US\$	United States Dollar

The words and expressions beginning with capital letters and defined in this document shall, unless repugnant to the context, have the meaning ascribed thereto herein.

Invitation for Proposals

1. INTRODUCTION*

1.1 Background

- 1.1.1 The President of India acting through the NITI Aayog and represented by the Chief Executive Officer, NITI Aayog (the “**Authority**”) is engaged in the development, operation and maintenance of the National Data and Analytics Platform (the “**NDAP**”) and as part of this endeavour, the Authority has decided to undertake the NDAP project (the “**Project**”) through Public Private Partnership (the “**PPP**”) on Design, Build, Operate and Transfer (the “**DBOT**”) basis.
- 1.1.2 With the view to implement the Project, the Authority had selected M/s OTSi (Object Technology Solutions India Pvt. Ltd) through an open competitive bidding for development, operation and maintenance of NDAP on DBOT basis. The contract comes to an end in April, 2026. The Authority now has decided to invite proposals for development, operation and maintenance of NDAP on DBOT basis to a private entity (the “**Consultant**”) selected through a competitive bidding process. The Project would be implemented in accordance with the terms and conditions stated in the Terms of Reference specified at Schedule-1 (the “**TOR**”). The Consultant shall enter into a consultancy and service agreement with the Authority (the “**Consultancy and Service Agreement**”) as specified at Schedule-2.
- 1.1.3 NDAP is an innovative initiative launched by NITI Aayog to streamline access to published government data and facilitate evidence-based policymaking. NDAP provides on a single platform datasets that are standardized, interoperable, searchable and usable by a wide range of users including policymakers, researchers, civil society, and the private sector.
- 1.1.4 NDAP has standardized datasets which are interoperable and using its “merge” functionality upto 3 (three) datasets can be compared across sectors and ministries/institutions on the platform, based on location and time granularity of the, enabling users to conduct cross-sectoral analysis with ease. It provides granular data coverage, from national-level aggregates down to districts, and even villages where available, allowing for in-depth, localized insights. By providing data in machine-readable formats, the platform ensures accessibility and ease of integration for advanced analytics, research, and application development.
- 1.1.5 NDAP also presents interactive visualization tools, which allow users to explore data through charts, maps, heatmaps, and other graphical formats without needing

*Instructions for Applicants

Note 1: Blank spaces contain formats that are to be used by the Applicant after the RFP is issued. (See Appendix-III)

Note 2: Footnotes marked “\$” in the relevant Clauses of the RFP and Schedules are for guidance of the Applicants. In case of Appendices, the footnotes marked “\$” or in other non-numerical characters shall be omitted by the Applicants while submitting their respective Proposals. (See Appendix-III)

external software. This includes visualization option available for merged datasets on the platform itself. Users can also search, filter, and download datasets, making it easy to extract information relevant to their specific research or operational needs. The platform is designed with use-case-driven curation, ensuring that datasets address practical requirements of government, academia, civil society, and the private sector. The detailed architecture of NDAP is given in Appendix - IV.

- 1.1.6 NDAP excelled at its core data management mission, including:
- i. Data Centralization: Aggregating hundreds of datasets from various central and state ministries into one place
 - ii. Standardization: This was a major achievement. All data was mapped to common identifiers, chiefly the Local Government Directory (LGD) codes, which made datasets interoperable for the first time.
 - iii. User friendly UI/UX: It provided a user-friendly search, a "Merge" tool to combine different datasets (e.g., health and education), on the platform and basic visualization features like charts and maps.

NDAP presently lacks in presenting advanced data analytical features. The platform though provided data resources but lacked the necessary processing capability, preventing policymakers from conducting statistical analysis, executing models, or simulating policy outcomes directly. The "analytics" functionality was limited to basic visualization, forcing users to download data and use external tools for comprehensive analysis. The platform's architecture is not built to handle the "3 V's" (Volume, Velocity, Variety) of true big data (e.g., MGNREGA, which involves millions of daily transactions; or the complete Census with over a billion individual records). It also has limitations on accessibility by non-sophisticated data users, thus making it difficult to access by policymakers with limited time, since it required data science knowledge in order to separate insights from the data. A huge quantum of government data is in the form of reports and documents. The platform had no capability of ingesting this data. As the platform did not allow role-based access control it did not have capability of ingesting private data.

1.1.7 Conceptualizing the next phase of NDAP

To conceptualize the advanced analytical layer on NDAP, the Authority decided to undertake a Proof of Concept (POC) that *inter alia* included:

- i A large-scale data ingestion: A total of over 100 GB of data was ingested. This included 135,000+ unstructured documents (e.g., PDFs, reports, totaling 507K+ pages) and 1,082 structured files (totaling over 3.4 billion records).
- ii Specialized Data Pipelines: Two dedicated specialized data pipelines were built; one for handling unstructured content like documents and web text, and another for ingesting structured official datasets and time-series data.
- iii Core Platform Features: Some key user-facing features were developed. This includes the "Drafting Studio" for AI-assisted writing and one-click citations, as well as the ability to upload PDFs, download drafts as .docx, embed live charts ("artefacts") in the editor, and manage collaboration controls.

The POC has proven the value of the "Reasoning Engine" concept, validating its potential to reduce complex analysis cycles from "weeks to hours". By successfully ingesting and harmonizing millions of data records and delivering a functional "Data driven Policy Research Studio", the POC has demonstrated that a Gen AI-powered system can provide tangible, high-value tools to policymakers, thus fulfilling the objectives of NDAP.

1.2 Request for Proposals

The Authority invites proposals (the "**Proposals**") for selection of a Consultant (the "**Consultant**") for undertaking the Project in conformity with the TOR (collectively the "**Consultancy**").

The Authority intends to select the Consultant through an open competitive bidding process in accordance with the procedure set out herein.

1.3 Due diligence by Applicants

Applicants are encouraged to inform themselves fully about the assignment and the local conditions before submitting the Proposal by paying a visit to the Authority, sending written queries to the Authority, and attending a Pre-Proposal Conference on the date and time specified in Clause 1.7.

1.4 Validity of the Proposal

The Proposal shall be valid for a period of not less than 90 days from the Proposal Due Date (the "**PDD**").

1.5 Brief description of the Selection Process

The Authority has adopted a two-stage selection process (collectively the "**Selection Process**") for evaluating the Proposals comprising technical and financial bids to be submitted. In the first stage, a technical evaluation will be carried out as specified in Clause 3.1. Based on this technical evaluation, a list of short-listed applicants shall be prepared as specified in Clause 3.2. In the second stage, a financial evaluation will be carried out as specified in Clause 3.3. Proposals will finally be ranked according to their combined technical and financial scores as specified in Clause 3.4. The first ranked Applicant shall be selected for negotiation (the "**Selected Applicant**") while the second ranked Applicant will be kept in reserve.

1.6 Currency conversion rate and payment

- 1.6.1 For the purposes of technical evaluation of Applicants, Rs. 90 (Ninety) per US\$ shall be considered as the applicable currency conversion rate. In case of any other currency, the same shall first be converted to US\$ as on the date, 60 (sixty) days prior to the Proposal Due Date, and the amount so derived in US\$ shall be converted into INR at the aforesaid rate. The conversion rate of such currencies

shall be the daily representative exchange rates published by the International Monetary Fund for the relevant date.

- 1.6.2 All payments to the Consultant shall be made in INR in accordance with the provisions of this RFP. The Consultant may convert INR into any foreign currency as per Applicable Laws and the exchange risk, if any, shall be borne by the Consultant.

1.7 Schedule of Selection Process

The Authority would endeavor to adhere to the following schedule:

S. No.	Event Description	Date
1	RFP Publish Date	April 8, 2026
2	Pre-Proposal Conference- I (Walkthrough of NDAP Portal)	April 17, 2026
3	Last date for receiving queries/clarifications	April 23, 2026
4	Authority response to queries	May 5, 2026
5	Proposal Due Date (PDD)	May 22, 2026 At or before 12.00 PM
6	Opening of Proposals	June 01, 2026
7	Presentations for Technical Evaluation	Within 15 days of PDD
8	Opening of Financial Proposals	Within 30 days of PDD
9	Letter of Award (LOA)	Within 45 days of PDD
10	Signing of Agreement	Within 10 days of LOA
11	Validity of Applications	90 days of Proposal Due Date

1.8 Pre-Proposal visit to the Site and inspection of data

Prospective Applicants may visit the office of the Nodal Officer and review the available data at any time prior to PDD. For this purpose, they will provide at least two days' notice to the nodal officer specified below:

Mr. Jagvir Singh, Under Secretary,
NITI Aayog Sansad Marg, New Delhi-110001
Phone: 011-23042606
Email: jagvir.singh17@gov.in

1.9 Pre-Proposal Conference - I

The date, time and venue of Pre-Proposal Conference - I shall be:

Date: April 17, 2026

Time: 1100 hrs

Venue: Room 122, NITI Aayog, Sansad Marg, New Delhi 110001

1.10 Communications

1.10.1 All communications including the submission of Proposal should be addressed to:

Mr. Jagvir Singh, Under Secretary, NITI Aayog
Room no. 307, Sansad Marg, New Delhi-110001
Phone: 011-23042606
Email: jagvir.singh17@gov.in

1.10.2 The RFP bid will be available on the CPPP Portal and the official website of NITI Aayog.

1.10.3 All communications should contain the following information, to be marked at the top in bold letters:

RFP Notice No. Consultant for NDAP

2. INSTRUCTIONS TO APPLICANTS

A. GENERAL

2.1 Scope of Proposal

2.1.1 Detailed description of the objectives, scope of services, Deliverables and other requirements relating to this Consultancy are specified in this RFP. In case an applicant firm possesses the requisite experience and capabilities required for undertaking the Consultancy, it may participate in the Selection Process either individually (the “**Sole Firm**”) or as lead member of a consortium of firms (the “**Lead Member**”) in response to this invitation. The term applicant (the “**Applicant**”) means the Sole Firm or the Lead Member, as the case may be. The manner in which the Proposal is required to be submitted, evaluated and accepted is explained in this RFP.

2.1.2 Applicants are advised that the selection of Consultant shall be on the basis of an evaluation by the Authority through the Selection Process specified in this RFP. 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 the Authority’s decisions are without any right of appeal whatsoever.

2.1.3 The Applicant shall submit its Proposal in the form and manner specified in this Part-2 of the RFP. The Technical proposal shall be submitted in the form at Appendix-I and the Financial Proposal shall be submitted in the form at Appendix-II. Upon selection, the Applicant shall be required to enter into an agreement with the Authority in the form specified at Schedule-2.

2.1.4 Key Personnel

The Consultancy Team shall consist of the following key personnel (the “**Key Personnel**”) who shall discharge their respective responsibilities as specified below:

Role	Responsibilities
Program Chairperson	<ul style="list-style-type: none"> • Provide high-level guidance to research teams on methodology, risks and long-term impact on system design • Steer the project’s strategic direction by shaping priorities, reviewing key decisions, and refining the overall approach • He/she will spend at least 15 man-days per month on the project until Go-Live of NDAP and 3 man-days per month thereafter until project closure
Project Director & Team Leader	<ul style="list-style-type: none"> • He/she will lead, co-ordinate and supervise the Project. • He/she will also be the nodal person responsible for dealing with the Authority. • Lead cross-team reviews to drive decisions and maintain delivery velocity. • Manage govt. stakeholder alignment, risks, and dynamic escalations. • He/she will spend at least 15 man-days per month on the project until Go-Live of NDAP and 5 man-days per month thereafter until project closure
Principal AI Architect	<ul style="list-style-type: none"> • Oversee AI system design and integration of AI services, reviewing architecture and resolving system-level blockers • Monitor system performance/cost and drive improvements in reliability, scaling, and failover • He/she will spend at least 15 man-days per month on the project until Go-Live of NDAP and 5 man-days per month thereafter until project closure
Principal Program Manager	<ul style="list-style-type: none"> • Run PMO governance rhythms—tracking milestones, risks, issues, and vendor performance • Coordinate deployments, field trials, and audit-ready documentation across agencies

	<ul style="list-style-type: none"> • He/she will spend at least 15 man-days per month on the project until Go-Live of NDAP and 5 man-days per month thereafter until project closure
Principal Product Manager	<ul style="list-style-type: none"> • Conduct discovery with operators and translate insights into clear product requirements and priorities • Review usage/accuracy metrics and coordinate iterative releases with engineering and research teams • He/she will spend at least 15 man-days per month on the project until Go-Live of NDAP and 5 man-days per month thereafter until project closure
Data Scientist (AI and Analytics)	<ul style="list-style-type: none"> • Develop and train AI models for multilingual search, natural language query, auto-visualization, and anomaly detection. • Support analytics model development and data-driven insights, refining features and ensuring production grade performance • He/she will spend at least 15 man-days per month on the project until Go-Live of NDAP and 5 man-days per month thereafter until project closure
Technical Lead	<ul style="list-style-type: none"> • Architect and implement end-to-end visualisation and self-serve analytics platform • Establish analytical workflows, semantic layers, and dashboard standards • He/she will spend at least 15 man-days per month on the project until Go-Live of NDAP and 5 man-days per month thereafter until project closure
Usability Lead	<ul style="list-style-type: none"> • Drive UX strategy to deliver an intuitive, operator-friendly portal through structured testing and rapid prototyping • Drive and enforce UI/UX patterns and accessibility standards to ensure seamless experience across modules • He/she will spend at least 15 man-days per month on the project until Go-Live of NDAP and 5 man-days per month thereafter until project closure
Full Stack Developer (AI Integration)	<ul style="list-style-type: none"> • Develop and maintain front-end and back-end components for AI interfaces • Ensure seamless user experience and system performance with stable integrations across systems • He/she will spend at least 15 man-days per month on the project until Go-Live of NDAP and 5 man-days per month thereafter until project closure

In addition to the 9(Nine) Key Personnel who would be evaluated, the ‘Professional Personnel’ of the team should also comprise of at least 1 (one) Economist and 1 (one) Statistician who have experience with government datasets (such as reports included in Indicative list at Attachment–I). However, these personnel would not be evaluated. The Consultant is expected to deploy additional resources required to implement this project within the timelines specified in this RFP. However, these personnel would also not be evaluated. The tentative profiles include, but are not limited to:

- i. Enterprise Architect
- ii. AI/ML Engineer/Developer
- iii. Data Architect
- iv. Microservice Architect
- v. Network Architect
- vi. Risk and Security Expert
- vii. Database Administrator
- viii. API Developer
- ix. Full Stack Developer
- x. UI/UX Designer
- xi. QA Tester
- xii. Business Intelligence Developer
- xiii. Data Science Expert etc.

2.2 Conditions of Eligibility of Applicants

2.2.1 Applicants must read carefully the minimum conditions of eligibility (the “**Conditions of Eligibility**”) provided herein. Proposals of only those Applicants who satisfy the Conditions of Eligibility will be considered for evaluation.

2.2.2 To be eligible for evaluation of its Proposal, the Applicant shall fulfil the following:

A. **Technical Capacity:** The Applicant shall have, over the past 5 (five) years preceding the PDD, undertaken a minimum of 3 (three) Eligible Assignments as specified in Clause 3.1.6. This condition is exempted for the Applicants which are recognised as Startups by Department for Promotion of Industry and Internal Trade (DPIIT).

B. **Financial Capacity:** The Applicant shall have a minimum cumulative revenue/ sales turnover / Project Contract Value (Awarded)/ Grants received relating to the project of Rs.5 (five) crore from professional fees in the last 3 (three) financial years preceding the Proposal Due Date. For the purpose of evaluation, Applicants having comparatively larger revenues from professional fees shall be given added weightage. For the avoidance of doubt, professional fees hereunder refers to fees received by the Applicant for providing advisory or consultancy services, including software development

services to its clients.

C. Availability of Key Personnel: The Applicant shall offer and make available all Key Personnel meeting the requirements specified in Sub-clause (D) below.

D. Conditions of Eligibility for Key Personnel: Each of the Key Personnel must fulfil the Conditions of Eligibility specified below:

Key Personnel	Educational Qualification	Length of Professional Experience	Experience on Eligible Assignments
Program Chairperson	Master's in Computer Science / AI / ML, or related quantitative disciplines	15 years	<ul style="list-style-type: none"> • Internationally recognized researcher in generative AI/LLMs • Experience in top-tier industry research labs and university faculty roles • Built consortia with academia, hyperscalers, chip vendors; secured multi-crore partnerships; briefed senior government leadership <p>Skills: international thought leadership; frontier-AI research rigor; national-scale AI project management</p>
Project Director & Team Leader	Master's in Engineering / Management / Public Policy	10 years	<ul style="list-style-type: none"> • Cross-functional leader with roles in technology / consulting / tech investing • Track record in conceptualizing & delivering large population-scale govt. tech initiatives <p>Skills: program governance; stakeholder management; decision</p>

			cadence under live requirements
Principal AI Architect	Master's in Computer Science/ IT/ AI/ ML, or related field	10 years	<ul style="list-style-type: none"> • Unified structured /unstructured data for resilient RAG • Integrated AI services with enterprise /command systems via secure gateways <p>Skills: platform architecture; reliability/cost trade-offs; integration leadership</p>
Principal Program Manager	Bachelor's or Master's in Engineering/ Management	7 years	<ul style="list-style-type: none"> • Ran PMO for multi-vendor, multi-year govt. program • Implemented risk registers & escalation and field rollouts <p>Skills: program governance; change management; executive reporting</p>
Principal Product Manager	Bachelor's or Master's in Engineering/ Management	7 years	<ul style="list-style-type: none"> • Launched operator-facing applications with 500+ active users • Converted pilots to stable roadmaps; improved accuracy/latency <p>Skills: product strategy, metrics, user research</p>
Data Scientist (AI and Analytics)	Bachelor's or Master's in Data Science/ Statistics/ Computer Science, or related field	3-5 years	<ul style="list-style-type: none"> • Built and deployed ML/NLP or anomaly-detection models • Conducted data analysis and feature engineering for production systems

			<ul style="list-style-type: none"> • Experience in Prompt Engineering <p>Skills: Python, ML Frameworks, Statistical modelling</p>
Technical Lead	Bachelor's or Master's in Data Science/ Analytics, or related field	3-5 years	<ul style="list-style-type: none"> • Designed dashboards or self-serve analytics platforms • Implemented BI pipelines/semantic layers for large datasets <p>Skills: Analytics architecture, Data modelling, SQL</p>
Usability Lead	Bachelor's or Master's in UX Design/ Interaction Design, or related field	3-5 years	<ul style="list-style-type: none"> • Designed user journeys, prototypes, and interactive flows • Conducted usability studies and delivered UI/UX guidelines • Experience in conversational UX Design. • Responsible for designing the persona of the agent, defining refusal behaviors (how the AI politely declines unsafe queries), and ensuring the explanation mechanism is intelligible to non-technical users <p>Skills: UX research, wireframing/prototyping (Figma), accessibility standards</p>

Full Stack Developer (AI Integration)	Bachelor's or Master's in Computer Science, IT, or related field	3-5 years	<ul style="list-style-type: none"> • Developed full-stack applications and APIs for data-heavy platforms • Integrated AI components into responsive web interfaces <p>Skills: JavaScript, API development, AI integration</p>
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- 2.2.3 The Applicant shall enclose with its Proposal, certificate(s) from its Statutory Auditors[†] stating its total/ cumulative revenues from professional fees during each of the 3 (three) financial years preceding the PDD and the fee received in respect of each of the Eligible Assignments specified in the Proposal. In the event that the Applicant does not have a statutory auditor, it shall provide the requisite certificate(s) from the firm of Chartered Accountants that ordinarily audits the annual accounts of the Applicant. In case the applicant was incorporated after FY 2022-23, the Applicant may submit the certificate only for the applicable financial years.
- 2.2.4 The Applicant should submit a Power of Attorney as per the format at Form-4 of Appendix-I; provided, however, that such Power of Attorney would not be required if the Application is signed by a partner of the Applicant, in case the Applicant is a partnership firm or limited liability partnership.
- 2.2.5 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 Proposal, would not be eligible to submit a Proposal either by itself or through its Associate. The Applicant should submit a Declaration-Cum-Undertaking Regarding Blacklisting/ Non-Blacklisting as per the format at Form-15 of Appendix-I.
- 2.2.6 An Applicant or its Associate should have, during the last three years, neither failed to perform on any agreement with a public authority, 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 by a public authority or agreement nor have had any such agreement terminated for breach by such Applicant or its Associate.

[†] No separate annual financial statements should be submitted.

- 2.2.7 While submitting a Proposal, the Applicant should attach clearly marked and referenced continuation sheets in the event that the space provided in the specified forms in the Appendices is insufficient. Alternatively, Applicants may format the specified forms making due provision for incorporation of the requested information.

2.3 Conflict of Interest

- 2.3.1 An Applicant shall not have a conflict of interest that may affect the Selection Process or the Consultancy (the “**Conflict of Interest**”). Any Applicant found to have a Conflict of Interest shall be disqualified. In the event of disqualification, the Authority shall forfeit and appropriate the Bid Security as mutually agreed genuine pre-estimated compensation and damages payable to the Authority for, *inter alia*, the time, cost and effort of the Authority including consideration of such Applicant’s Proposal, without prejudice to any other right or remedy that may be available to the Authority hereunder or otherwise.
- 2.3.2 The Authority requires that the Consultant provides professional, objective, and impartial advice and at all times hold the Authority’s interests paramount, avoid conflicts with other assignments or its own interests, and act without any consideration for future work. The Consultant shall not accept or engage in any assignment that would be in conflict with its prior or current obligations to other clients, or that may place it in a position of not being able to carry out the assignment in the best interests of the Authority.
- 2.3.3 Some guiding principles for identifying and addressing Conflicts of Interest have been illustrated in the Guidance Note at Schedule-3. Without limiting the generality of the above, an Applicant shall be deemed to have a Conflict of Interest affecting the Selection Process, if:
- (a) the Applicant, its consortium member (the “**Member**”) or Associate (or any constituent thereof) and any other Applicant, its consortium member or Associate (or any constituent thereof) have common controlling shareholders or other ownership interest; provided that this disqualification shall not apply in cases where the direct or indirect shareholding or ownership interest of an Applicant, its Member or Associate (or any shareholder thereof having a shareholding of more than 15% (fifteen per cent) of the paid up and subscribed share capital of such Applicant, Member or Associate, as the case may be) in the other Applicant, its consortium member or Associate is less than 15 (fifteen) per cent of the subscribed and paid up equity share capital thereof; provided further that this disqualification shall not apply to any ownership by a bank, insurance company, pension fund or a public financial institution referred to in sub-section (72) of section 2 of the Companies Act, 2013. For the purposes of this Clause 2.3.3(a), indirect shareholding held through

one or more intermediate persons shall be computed as follows: (aa) where any intermediary is controlled by a person through management control or otherwise, the entire shareholding held by such controlled intermediary in any other person (the “**Subject Person**”) shall be taken into account for computing the shareholding of such controlling person in the Subject Person; and (bb) subject always to sub-clause (aa) above, where a person does not exercise control over an intermediary, which has shareholding in the Subject Person, the computation of indirect shareholding of such person in the Subject Person shall be undertaken on a proportionate basis; provided, however, that no such shareholding shall be reckoned under this sub-clause (bb) if the shareholding of such person in the intermediary is less than 26% (twenty six per cent) of the subscribed and paid up equity shareholding of such intermediary; or

- (b) a constituent of such Applicant is also a constituent of another Applicant; or
- (c) such Applicant or its Associate receives or has received any direct or indirect subsidy or grant from any other Applicant or its Associate; or
- (d) such Applicant has the same legal representative for purposes of this Application as any other Applicant; or
- (e) such Applicant has a relationship with another Applicant, directly or through common third parties, that puts them in a position to have access to each other’s information about, or to influence the Application of either or each of the other Applicant; or
- (f) there is a conflict among this and other consulting assignments of the Applicant (including its personnel and Sub-consultant) and any subsidiaries or entities controlled by such Applicant or having common controlling shareholders. The duties of the Consultant will depend on the circumstances of each case. While providing consultancy services to the Authority for this particular assignment, the Consultant shall not take up any assignment that by its nature will result in conflict with the present assignment; or
- (g) a firm which has been engaged by the Authority to provide goods or works or services for a project, and its Associates, will be disqualified from providing consulting services for the same project save and except as provided in Clause 2.3.4; conversely, a firm hired to provide consulting services for the preparation or implementation of a project, and its Members or Associates, will be disqualified from subsequently providing goods or works or services related to the same project; or
- (h) the Applicant, its Member or Associate (or any constituent thereof), and the bidder, Consultant or Concessionaire, if any, for the Project, its contractor(s) or sub-contractor(s) (or any constituent thereof) have

common controlling shareholders or other ownership interest; provided that this disqualification shall not apply in cases where the direct or indirect shareholding or ownership interest of an Applicant, its Member or Associate (or any shareholder thereof having a shareholding of more than 5% (five per cent) of the paid up and subscribed share capital of such Applicant, Member or Associate, as the case may be,) in the bidder, Consultant or Concessionaire, if any, or its contractor(s) or subcontractor(s) is less than 15% (fifteen per cent) of the paid up and subscribed share capital of such Concessionaire or its contractor(s) or subcontractor(s); provided further that this disqualification shall not apply to ownership by a bank, insurance company, pension fund or a Public Financial Institution referred to in sub-section (72) of section 2 of the Companies Act, 2013. For the purposes of this sub-clause (h), indirect shareholding shall be computed in accordance with the provisions of subclause (a) above.

For purposes of this RFP, Associate means, in relation to the Applicant, a person who controls, is controlled by, or is under the common control with such Applicant (the “**Associate**”). As used in this definition, the expression “control” means, with respect to a person which is a company or corporation, the ownership, directly or indirectly, of more than 50% (fifty per cent) of the voting shares of such person, and with respect to a person which is not a company or corporation, the power to direct the management and policies of such person by operation of law or by contract.

- 2.3.4 An Applicant eventually appointed to provide Consultancy for this Project, and its Associates, shall be disqualified from subsequently providing goods, works or services related to the development and operation of the same Project and any breach of this obligation shall be construed as Conflict of Interest; provided that the restriction herein shall not apply after a period of 6 (six) years from the completion of this assignment or to consulting assignments granted by banks/ lenders at any time; provided further that this restriction shall not apply to consultancy/ advisory services performed for the Authority in continuation of this Consultancy or to any subsequent consultancy/ advisory services performed for the Authority in accordance with the rules of the Authority. For the avoidance of doubt, an entity affiliated with the Consultant shall include a partner in the Consultant’s firm or a person who holds more than 5% (five per cent) of the subscribed and paid up share capital of the Consultant, as the case may be, and any Associate thereof.

2.4 Number of Proposals

No Applicant or its Associate shall submit more than one Application for the Consultancy. An Applicant applying individually or as an Associate shall not be entitled to submit another application either individually or as a member of any consortium, as the case may be.

2.5 Cost of Proposal

The Applicants shall be responsible for all of the costs associated with the preparation of their Proposals and their participation in the Selection Process including subsequent negotiation and visits to the Authority. The Authority will not be responsible or in any way liable for such costs, regardless of the conduct or outcome of the Selection Process.

2.6 Verification of information

Applicants are encouraged to submit their respective Proposals after attending the pre-proposal meeting and evaluating the sample data and use-cases or any other matter considered relevant by them. Pre-Proposal Conference shall be organized for the benefit of prospective Applicants on the date, time and venue as specified in Clause 1.10.

2.7 Acknowledgement by Applicant

2.7.1 It shall be deemed that by submitting the Proposal, the Applicant has:

- (a) made a complete and careful examination of the RFP;
- (b) received all relevant information requested from the Authority;
- (c) acknowledged and accepted the risk of inadequacy, error or mistake in the information provided in the RFP or furnished by or on behalf of the Authority or relating to any of the matters referred to in Clause 2.6 above;
- (d) satisfied itself about all matters, things and information, including matters referred to in Clause 2.6 herein above, necessary and required for submitting an informed Application and performance of all of its obligations thereunder;
- (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 terms hereof.

2.7.2 The Authority 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 RFP or the Selection Process, including any error or mistake therein or in any information or data given by the Authority.

2.8 Right to reject any or all Proposals

2.8.1 Notwithstanding anything contained in this RFP, the Authority 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.

2.8.2 Without prejudice to the generality of Clause 2.8.1, the Authority 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 Authority, the supplemental information sought by the Authority for evaluation of the Proposal.

Misrepresentation/ improper response by the Applicant may lead to the disqualification of the Applicant. If the Applicant is the Lead Member of a consortium, then the entire consortium may be disqualified / rejected. If such disqualification / rejection occurs after the Proposals have been opened and the highest ranking Applicant gets disqualified / rejected, then the Authority 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 Authority, including annulment of the Selection Process.

B. DOCUMENTS

2.9 Contents of the RFP

This RFP comprises the Disclaimer set forth hereinabove, the contents as listed below and will additionally include any Addendum / Amendment issued in accordance with Clause 2.11:

Request for Proposal

- 1 Introduction
- 2 Instructions to Applicants
- 3 Criteria for Evaluation
- 4 Fraud and corrupt practices
- 5 Pre-Proposal Conference
- 6 Miscellaneous

Schedules

1 Terms of Reference

2 Form of Agreement

Annex-1: Terms of Reference

Annex-2: Deployment of Personnel

Annex-3: Estimate of Personnel Costs

Annex-4: Approved Sub-Consultant(s)

Annex-5: Cost of Services

Annex-6: Payment Schedule

Annex-7: Bank Guarantee for Performance Security

Annex-8: Service Level Agreement

3 Guidance Note on Conflict of Interest

Appendices

Appendix-I: Technical Proposal

Form-1: Letter of Proposal

Form-2: Particulars of the Applicant

Form-3: Statement of Legal Capacity

Form-4: Power of Attorney

- Form-5: Financial Capacity of Applicant
- Form-6: Particulars of Key Personnel
- Form-7: Proposed Methodology and Work Plan
- Form-8: Abstract of Eligible Assignments of Applicant
- Form-9: Abstract of Eligible Assignments of Key Personnel
- Form-10: Eligible Assignments of Applicant
- Form-11: Eligible Assignments of Key Personnel
- Form-12: Curriculum Vitae (CV) of Key Personnel
- Form-13: Deployment of Personnel
- Form-14: Proposal for Sub-Consultant(s)
- Form-15: Declaration-Cum-Undertaking Regarding Blacklisting/ Non-Blacklisting

Appendix–II: Financial Proposal

- Form-1: Covering Letter
- Form-2: Financial Proposal
- Form-3: Estimate of Personnel Costs

2.10 Clarifications

2.10.1 Applicants requiring any clarification on the RFP may send their queries to the Authority on GEM portal or in writing by speed post/ courier/ special messenger or by e-mail so as to reach before the date mentioned in the Schedule of Selection Process at Clause 1.7. The envelopes shall clearly bear the following identification:

"Queries concerning RFP for Consultant for NDAP"

The Authority shall endeavour to respond to the queries within the period specified therein but not later than 7 (seven) days prior to the Proposal Due Date. The Authority will post the reply to all such queries on the Official Website/GEM portal without identifying the source of queries.

2.10.2 The Authority reserves the right not to respond to any questions or provide any clarifications, in its sole discretion, and nothing in Clause 2.10 shall be construed as obliging the Authority to respond to any question or to provide any clarification.

2.11 Amendment of RFP

2.11.1 At any time prior to the deadline for submission of Proposal, the Authority may, for any reason, whether at its own initiative or in response to clarifications requested by an Applicant, modify the RFP document by the issuance of Addendum/ Amendment and posting it on CPPP Portal and the official website of NITI Aayog.

2.11.2 In order to afford the Applicants a reasonable time for taking an amendment into account, or for any other reason, the Authority may, in its sole discretion, extend the Proposal Due Date[‡].

[‡] While extending the Proposal Due Date on account of an addendum, the Authority shall have due regard for the time required by Applicants to address the amendments specified therein. In the case of significant amendments, at least 15 (fifteen) days shall be provided between the date of amendment and the Proposal Due Date, and in the case of minor amendments, at least 7 (seven) days shall be provided.

C. PREPARATION AND SUBMISSION OF PROPOSAL

2.12 Language

The Proposal with all accompanying documents (the “**Documents**”) and all communications in relation to or concerning the Selection Process shall be in English language and strictly on the forms provided in this RFP. No supporting document or printed literature shall be submitted with the Proposal unless specifically asked for and in case any of these Documents is in another language, it must be accompanied by an accurate translation of the relevant passages in English, in which case, for all purposes of interpretation of the Proposal, the translation in English shall prevail.

2.13 Format and signing of Proposal

2.13.1 The Applicant shall provide all the information sought under this RFP.

2.13.2 The Authority would evaluate only those Proposals that are received in the specified forms and complete in all respects.

2.13.3 Bids along with all the scanned copies of the document should be submitted in the electronic form only through the GeM e-tendering system before the PDD. Before the bid documents are uploaded, all attached documents should be signed using digital signatures of any of the following:

- (a) by the proprietor, in case of a proprietary firm; or
- (b) by a partner, in case of a partnership firm and/or a limited liability partnership; or
- (c) by a duly Authorised person holding the Power of Attorney, in case of a Limited Company or a corporation; or
- (d) by the Authorised Representative of the Lead Member, in case of consortium.

A copy of the Power of Attorney certified under the hands of a partner or director of the Applicant and notarised by a notary public in the form specified in Appendix-I (Form-4) shall accompany the Proposal.

2.13.4 Applicants should note the Proposal Due Date, as specified in Clause 1.7, for submission of Proposals. Except as specifically provided in this RFP, no supplementary material will be entertained by the Authority, and that evaluation will be carried out only on the basis of Documents received by the closing time of Proposal Due Date as specified in Clause 2.17.1. 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 Authority reserves the right to seek clarifications under and in accordance with the provisions of Clause 2.24.

2.13.5 The documents mentioned below shall be sent separately to the Authority in original through Speed Post/Registered Post or delivered by hand to the person specified in Tender Information Summary. Notarized Power of Attorney prior to the award of contract and, Demand Draft/ Bank Guarantee (including e-Bank Guarantee) towards Bid Security. Scanned copy of the same shall be uploaded on the GeM portal. Hard copy of the same will have to be submitted directly to the Authority not later than 5 (five) working days after the bid opening (Opening of Technical Proposal date & time). Kindly note that, the proposal shall be rejected if a hard copy of the Bid security is not submitted within 5 (five) working days after the bid opening. However, the hard copy of Power of Attorney shall be submitted prior to the award of contract. Startups as recognized by Department for Promotion of Industry and Internal Trade (DPIIT) are exempted from Bid Security under point (b).

2.14 Technical Proposal

2.14.1 Applicants shall submit the technical proposal online on GEM Portal in the formats at Appendix-I (the “**Technical Proposal**”).

2.14.2 While submitting the Technical Proposal, the Applicant shall, in particular, ensure that:

- (a) The Bid Security is provided;
- (b) all forms are submitted in the prescribed formats and signed by the prescribed signatories;
- (c) Power of Attorney, if applicable, is executed as per Applicable Laws;
- (d) CVs of all Professional Personnel have been included;
- (e) Key Personnel have been proposed only if they meet the Conditions of Eligibility laid down at Clause 2.2.2 (D) of the RFP;
- (f) no alternative proposal for any Key Personnel is being made and only one CV for each position has been furnished;
- (g) the CVs have been recently signed and dated in blue ink by the respective Personnel and countersigned by the Applicant. Photocopy or unsigned / countersigned CVs shall be rejected;
- (h) the CVs shall contain an undertaking from the respective Key Personnel about his/her availability for the duration specified in the RFP;
- (i) Professional Personnel proposed have good working knowledge of English language;
- (j) Key Personnel would be available for the period indicated in the TOR;

- (k) no Key Personnel should have attained the age of 75 (seventy five) years at the time of submitting the proposal; and
 - (l) the proposal is responsive in terms of Clause 2.22.3.
- 2.14.3 Failure to comply with the requirements spelt out in this Clause 2.14 shall make the Proposal liable to be rejected.
- 2.14.4 If an individual Key Personnel makes a false averment regarding his qualification, experience or other particulars, or his commitment regarding availability for the Project is not fulfilled at any stage after signing of the Agreement, he shall be liable to be debarred for any future assignment of the Authority for a period of 5 (five) years. The award of this Consultancy to the Applicant may also be liable to cancellation in such an event.
- 2.14.5 The Technical Proposal shall not include any financial information relating to the Financial Proposal.
- 2.14.6 The proposed team shall be composed of experts and specialists (the “**Professional Personnel**”) in their respective areas of expertise and managerial/support staff (the “**Support Personnel**”) such that the Consultant should be able to complete the Consultancy within the specified time schedule. The Key Personnel specified in Clause 2.1.4 shall be included in the proposed team of Professional Personnel. Other competent and experienced Professional Personnel in the relevant areas of expertise must be added as required for successful completion of this Consultancy. The CV of each such Professional Personnel, if any, should also be submitted in the format at Form-12 of Appendix-I.
- 2.14.7 An Applicant may, if it considers necessary, propose suitable Sub-Consultants in specific areas of expertise. Credentials of such Sub-Consultants should be submitted in Form-12 of Appendix-I. A Sub-Consultant, however, shall not be a substitute for any Key Personnel.
- 2.14.8 The Authority reserves the right to verify all statements, information and documents, submitted by the Applicant in response to the RFP. Any such verification or the lack of such verification by the Authority to undertake such verification shall not relieve the Applicant of its obligations or liabilities hereunder nor will it affect any rights of the Authority thereunder.
- 2.14.9 In case it is found during the evaluation or at any time before signing of the Agreement or after its execution and during the period of subsistence thereof, that one or more of the eligibility conditions have not been met by the Applicant or the Applicant has made material misrepresentation or has given any materially incorrect or false information, the Applicant shall be disqualified forthwith if not yet appointed as the Consultant either by issue of the LOA or entering into of the Agreement, and if the Selected Applicant has already been issued the LOA or has entered into the Agreement, as the case may be, the same shall, notwithstanding anything to the contrary contained therein or in this RFP, be liable to be terminated,

2.14.10 by a communication in writing by the Authority without the Authority being liable in any manner whatsoever to the Applicant or Consultant, as the case may be.

In such an event, the Authority shall forfeit and appropriate the Bid Security as mutually agreed pre-estimated compensation and damages payable to the Authority for, *inter alia*, time, cost and effort of the Authority, without prejudice to any other right or remedy that may be available to the Authority.

2.15 Financial Proposal

2.15.1 Applicants shall submit the financial proposal online in the formats at Appendix-II (the “**Financial Proposal**”) clearly indicating the total cost of the Consultancy (Item G of Form-2 of Appendix-II) in both figures and words, in Indian Rupees, and signed by the Applicant’s Authorised Representative. In the event of any difference between figures and words, the amount indicated in words shall prevail. In the event of a difference between the arithmetic total and the total shown in the Financial Proposal, the lower of the two shall prevail.

2.15.2 While submitting the Financial Proposal, the Applicant shall ensure the following:

- (a) 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, airfare, equipment, printing of documents 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.
- (b) The Financial Proposal shall take into account all expenses and tax liabilities. For the avoidance of doubt, it is clarified that all taxes shall be deemed to be included in the costs shown under different items of the Financial Proposal. Further, all payments shall be subject to deduction of taxes at source as per Applicable Laws.
- (c) Costs (including breakdown of costs) shall be expressed in INR.

2.16 Submission of Proposal/ebid

2.16.1 The Applicants shall submit the Proposal on GEM portal with all pages numbered serially and by giving an index of submissions. Each page of the submission shall be initialled by the Authorised Representative of the Applicant as per the terms of the RFP. In case the proposal is submitted on the document downloaded from Official Website, the Applicant shall be responsible for its accuracy and correctness as per the version uploaded by the Authority and shall ensure that there are no changes caused in the content of the downloaded document. In case of any discrepancy between the downloaded or photocopied version of the RFP and the original RFP issued by the Authority, the latter shall prevail.

- 2.16.2 The proposal should be submitted online on the GeM Portal only; manual/offline bids shall not be accepted under any circumstances. Also, the applicant will have to send the original hard copy of Bid Security or Bid Security Declaration and Notarized Power of Attorney separately as specified in clause 2.13.5.
- 2.16.3 The Technical and Financial bids must be submitted separately on GeM Portal in their respective folders/options, one clearly marked “Technical Proposal” and the other clearly marked “Financial Proposal”. If financial proposal is included in the folder/option of technical proposal, the bid will be summarily rejected. The folder marked —Technical Proposal shall contain: Application in the prescribed format (Form-1 of Appendix-I) along with Forms 2 to 14 of Appendix-I and supporting documents; and Scanned copy of Bid Security as specified in Clause 2.20.1 For the Applicants which are recognised as Startups by Department for Promotion of Industry and Internal Trade (DPIIT), the condition (ii) stated above is relaxed. The folder marked —Financial Proposal shall contain the Financial Proposal in the prescribed format (Forms 1, 2 & 3 of Appendix-II).
- 2.16.4 The Technical Proposal and Financial Proposal shall be typed or written in indelible ink and signed by the Authorised Representative of the Applicant. All pages of the original Technical Proposal and Financial Proposal must be numbered and initialed by the person or persons signing the Proposal.
- 2.16.5 The completed Proposal must be submitted online on or before the specified time on Proposal Due Date Proposals submitted by fax, telex, telegram or e-mail shall not be entertained.
- 2.16.6 The Proposal shall be made in the Forms specified in this RFP. Any attachment to such Forms must be provided on separate and only information that is directly relevant should be provided. No separate documents like ~~printed~~ annual statements, company brochures, copy of contracts etc. will be entertained.
- 2.16.7 The rates quoted shall be firm throughout the period of performance of the assignment upto discharge of all obligations of the Consultant under the Agreement.

2.17 Proposal Due Date

- 2.17.1 Proposal should be submitted at or before 1200 hrs on the Proposal Due Date specified in Clause 1.7 in the manner and form as detailed in this RFP. A receipt thereof should be obtained from the person specified therein.
- 2.17.2 The Authority may, in its sole discretion, extend the Proposal Due Date by issuing an Addendum in accordance with Clause 2.11 uniformly for all Applicants.

2.18 Late Proposals

Proposals received by the Authority after the specified time on Proposal Due Date shall not be eligible for consideration and shall be summarily rejected.

2.19 Modification/ substitution/ withdrawal of Proposals

2.19.1 No Proposal shall be modified, substituted, or withdrawn by the Applicant on or after the Proposal Due Date.

2.19.2 Any alteration / modification in the Proposal or additional information or material supplied subsequent to the Proposal Due Date, unless the same has been expressly sought for by the Authority, shall be disregarded.

2.20 Bid Security

2.20.1 The Applicant shall furnish as part of its Proposal, a bid security of Rs. 1,40,00,000 (Rupees One Crore and Forty Lakh only) in the form of a Demand Draft/ Bank Guarantee (including e-Bank Guarantee) issued by one of the Nationalised/ Scheduled Banks in India in favour of the Pay and Account officer, NITI Aayog payable at New Delhi (the “**Bid Security**”), returnable not later than 30 (thirty) days from PDD except in case of the two highest ranked Applicants as required in Clause 2.25.1. The Applicants which are Micro and Small Enterprises (MSEs) as defined in MSE Procurement Policy issued by Department of Micro, Small and Medium Enterprises (MSME) or are registered with the Central Purchase Organisation or the concerned Ministry or Department and Startups recognised by Department for Promotion of Industry and Internal Trade (DPIIT), are exempted from furnishing the bid security. In the event that the first ranked Applicant commences the assignment as required in Clause 2.30, the second ranked Applicant, who has been kept in reserve, shall be returned its Bid Security forthwith, but in no case later than 120 (one hundred and twenty) days from PDD. The Selected Applicant’s Bid Security shall be returned, upon the Applicant signing the Agreement and completing the Deliverables assigned to it for the first 2 (two) months of the Consultancy in accordance with the provisions there of.

2.20.2 Any Bid not accompanied by the Bid Security shall be rejected by the Authority as non-responsive.

2.20.3 The Authority shall not be liable to pay any interest on the Bid Security and the same shall be interest free.

2.20.4 The Applicant, by submitting its Application pursuant to this RFP, shall be deemed to have acknowledged that without prejudice to the Authority’s any other right or remedy hereunder or in law or otherwise, the Bid Security shall be forfeited and appropriated by the Authority as the mutually agreed pre-estimated compensation and damage payable to the Authority for, *inter alia*, the time, cost and effort of the Authority in regard to the RFP including the consideration and evaluation of the Proposal under the following conditions:

(a) If an Applicant submits a non-responsive Proposal;

- (b) If an Applicant engages in any of the Prohibited Practices specified in Section 4 of this RFP;
- (c) If an Applicant withdraws its Proposal during the period of its validity as specified in this RFP and as extended by the Applicant from time to time;
- (d) In the case of the Selected Applicant, if the Applicant fails to reconfirm its commitments during negotiations as required vide Clause 2.25.1;
- (e) In the case of a Selected Applicant, if the Applicant fails to sign the Agreement or commence the assignment as specified in Clauses 2.29 and 2.30 respectively; or
- (f) If the Applicant is found to have a Conflict of Interest as specified in Clause 2.3.

2.21 Performance Security

2.21.1 The Applicant, by submitting its Application pursuant to this RFP, shall be deemed to have acknowledged that without prejudice to the Authority's any other right or remedy hereunder or in law or otherwise, its Performance Security shall be forfeited and appropriated by the Authority as the mutually agreed pre estimated compensation and damages payable to the Authority for, *inter alia*, the time, cost and effort of the Authority in regard to the RFP, including the consideration and evaluation of the Proposal, under the following conditions:

- (a) If an Applicant engages in any of the Prohibited Practices specified in Clause 4.1 of this RFP;
- (b) if the Applicant is found to have a Conflict of Interest as specified in Clause 2.3; and
- (c) if the Selected Applicant commits a breach of the Agreement.

2.21.2 An amount equal to 5% (five per cent) of the Agreement Value shall be deemed to be the Performance Security for the purposes of this Clause 2.21, which may be forfeited and appropriated in accordance with the provisions hereof.

D. EVALUATION PROCESS

2.22 Evaluation of Proposals

2.22.1 The Authority shall open the Proposals at 1230 hours on June 01, 2026 via online bid opening. The folder of Technical Proposal shall be opened first. The folder of Financial Proposal shall be kept locked for opening at a later date.

2.22.2 Proposals withdrawn before PDD shall not be opened.

2.22.3 Prior to evaluation of Proposals, the Authority will determine whether each Proposal is responsive to the requirements of the RFP. The Authority may, in its sole discretion, reject any Proposal that is not responsive hereunder. A Proposal shall be considered responsive only if:

- (a) the Technical Proposal is received in the form specified at Appendix-I;
- (b) it is received by the Proposal Due Date including any extension thereof pursuant to Clause 2.17;
- (c) it is accompanied by the Bid Security as specified in Clause 2.20.1.
- (d) it is digitally signed numbered and submitted as stipulated in Clauses 2.13.
- (e) it is accompanied by the Power of Attorney as specified in Clause 2.2.4;
- (f) it contains all the information (complete in all respects) as requested in the RFP;
- (g) it does not contain any condition or qualification; and
- (h) it is not non-responsive in terms hereof.

2.22.4 The Authority reserves the right to reject any Proposal which is non-responsive and no request for alteration, modification, substitution or withdrawal shall be entertained by the Authority in respect of such Proposals.

2.22.5 The Authority shall subsequently examine and evaluate Proposals in accordance with the Selection Process specified at Clause 1.5 and the criteria set out in Section 3 of this RFP.

2.22.6 After the technical evaluation, the Authority shall prepare a list of pre-qualified and shortlisted Applicants in terms of Clause 3.2 for opening of their Financial Proposals. A date, time and venue will be notified to all Applicants for announcing the result of evaluation and opening of Financial Proposals. Before opening of the Financial Proposals, the list of pre-qualified and shortlisted

Applicants along with their Technical Score will be read out. The opening of Financial Proposals shall be done in presence of respective representatives of Applicants who choose to be present. The Authority will not entertain any query or clarification from Applicants who fail to qualify at any stage of the Selection Process. The financial evaluation and final ranking of the Proposals shall be carried out in terms of Clauses 3.3 and 3.4.

2.22.7 Applicants are advised that Selection shall be entirely at the discretion of the Authority. Applicants shall be deemed to have understood and agreed that the Authority shall not be required to provide any explanation or justification in respect of any aspect of the Selection Process or Selection.

2.22.8 Any information contained in the Proposal shall not in any way be construed as binding on the Authority, its agents, successors or assigns, but shall be binding against the Applicant if the Consultancy is subsequently awarded to it.

2.23 Confidentiality

Information relating to the examination, clarification, evaluation, and recommendation for the selection of Applicants shall not be disclosed to any person who is not officially concerned with the process or is not a retained professional adviser advising the Authority in relation to matters arising out of, or concerning the Selection Process. The Authority shall treat all information, submitted as part of the Proposal, in confidence and shall require all those who have access to such material to treat the same in confidence. The Authority may not divulge any such information unless it is directed to do so by any statutory entity that has the power under law to require its disclosure or is to enforce or assert any right or privilege of the statutory entity and/or the Authority or as may be required by law or in connection with any legal process.

2.24 Clarifications

2.24.1 To facilitate evaluation of Proposals, the Authority may, at its sole discretion, seek clarifications from any Applicant regarding its Proposal. Such clarification(s) shall be provided within the time specified by the Authority for this purpose. Any request for clarification(s) and all clarification(s) in response thereto shall be in writing.

2.24.2 If an Applicant does not provide clarifications sought under Clause 2.24.1 above within the specified time, its Proposal shall be liable to be rejected. In case the Proposal is not rejected, the Authority may proceed to evaluate the Proposal by construing the particulars requiring clarification to the best of its understanding, and the Applicant shall be barred from subsequently questioning such interpretation of the Authority.

E. APPOINTMENT OF CONSULTANT

2.25 Negotiations

2.25.1 The Selected Applicant may, if necessary, be invited for negotiations. The negotiations shall generally not be for reducing the price of the Proposal, but will be for re-confirming the obligations of the Consultant under this RFP. Issues such as deployment of Key Personnel, understanding of the RFP, methodology and quality of the work plan shall be discussed during negotiations. A Key Personnel who did not score 60% (sixty per cent) marks as required under Clause 3.1.2 shall be replaced by the Applicant with a better candidate to the satisfaction of the Authority. In case the Selected Applicant fails to reconfirm its commitment, the Authority reserves the right to designate the next ranked Applicant as the Selected Applicant and invite it for negotiations.

2.25.2 The Authority will examine the CVs of all other Professional Personnel and those not found suitable shall be replaced by the Applicant to the satisfaction of the Authority.

2.25.3 The Authority will examine the credentials of all Sub-Consultants proposed for this Consultancy and those not found suitable shall be replaced by the Applicant to the satisfaction of the Authority.

2.26 Substitution of Key Personnel

2.26.1 The Authority will not normally consider any request of the Selected Applicant for substitution of Key Personnel as the ranking of the Applicant is based on the evaluation of Key Personnel and any change therein may upset the ranking. Substitution will, however, be permitted if the Key Personnel is not available for reasons of any incapacity or due to health, subject to equally or better qualified and experienced personnel being provided to the satisfaction of the Authority.

2.26.2 The Authority expects all the Key Personnel to be available during implementation of the Agreement. The Authority will not consider substitution of Key Personnel except for reasons of any incapacity or due to health. Such substitution shall ordinarily be limited to one Key Personnel subject to equally or better qualified and experienced personnel being provided to the satisfaction of the Authority. As a condition to such substitution, a sum equal to 15% (fifteen per cent) of the remuneration specified for the original Key Personnel shall be deducted from the payments due to the Consultant. In the case of a second or third substitution hereunder, such deduction shall be 30% (thirty per cent) of the remuneration specified for the original Key Personnel. Any further substitution may lead to disqualification of the Applicant or termination of the Agreement. Provided, however, that for and in respect of any such substitution during the Operations Phase, the aforesaid deduction shall be reduced to one half thereof.

2.26.3 Substitution of the Project Director & Team Leader will not normally be considered and may lead to disqualification of the Applicant or termination of the Agreement.

2.27 Indemnity

The Consultant shall, subject to the provisions of the Agreement, indemnify the Authority for an amount equivalent to the value of the Agreement for any direct loss or damage that is caused due to any deficiency in services.

2.28 Award of Consultancy

After selection, a Letter of Award (the “LOA”) shall be issued, in duplicate, by the Authority to the Selected Applicant and the Selected Applicant shall, within 7 (seven) days of the receipt of the LOA, sign and return the duplicate copy of the LOA in acknowledgement thereof. In the event the duplicate copy of the LOA duly signed by the Selected Applicant is not received by the stipulated date, the Authority may, unless it consents to extension of time for submission thereof, appropriate the Bid Security of such Applicant as mutually agreed genuine pre-estimated loss and damage suffered by the Authority on account of failure of the Selected Applicant to acknowledge the LOA, and the next highest ranking Applicant may be considered.

2.29 Execution of Agreement

After acknowledgement of the LOA as aforesaid by the Selected Applicant, it shall execute the Agreement within the period prescribed in Clause 1.7. The Selected Applicant shall not be entitled to seek any deviation in the Agreement.

2.30 Commencement of assignment

The Consultant shall commence the Services within 7 (seven) days of the date of the Agreement, or such other date as may be mutually agreed. If the Consultant fails to either sign the Agreement as specified in Clause 2.29 or commence the assignment as specified herein, the Authority may invite the second ranked Applicant for negotiations. In such an event, the Bid Security of the first ranked Applicant shall be forfeited and appropriated in accordance with the provisions of Clause 2.20.4.

2.31 Proprietary data

Subject to the provisions of Clause 2.23, all documents and other information provided by the Authority or submitted by an Applicant to the Authority shall remain or become the property of the Authority. Applicants and the Consultant, as the case may be, are to treat all information as strictly confidential. The Authority will not return any Proposal or any information related thereto. All information collected, analysed, processed or in whatever manner provided by the Consultant to the Authority in relation to the Consultancy shall be the property of the Authority.

3. CRITERIA FOR EVALUATION

3.1 Evaluation of Technical Proposals

- 3.1.1 In the first stage, the Technical Proposal will be evaluated on the basis of Applicant's experience, its understanding of TOR, proposed methodology and Work Plan, and the experience of Key Personnel. Only those Applicants whose Technical Proposals get a score of 60 (sixty) marks or more out of 100 (one hundred) shall qualify for further consideration and shall be ranked from highest to the lowest on the basis of their technical score (S_T).
- 3.1.2 Each Key Personnel must score a minimum of 60% (sixty per cent) marks except as provided herein. A Proposal shall be rejected if the Project Director & Team Leader scores less than 60% (sixty per cent) marks or any two of the remaining Key Personnel score less than 60% (sixty per cent) marks. In case the Selected Applicant has one Key Personnel, other than the Project Director & Team Leader, who scores less than 60% marks, he would have to be replaced during negotiations, with a better candidate who, in the opinion of the Authority, would score 60% (sixty per cent) or above.
- 3.1.3 The scoring criteria to be used for evaluation shall be as follows.

Item Code	Parameter	Maximum Marks	Criteria	Supporting Documents
1.	Relevant Experience of the Applicant	30	30% of the maximum marks shall be awarded for the number of Eligible Assignments undertaken by the Applicant firm. For the Applicants which are recognised as Startups by Department for Promotion of Industry and Internal Trade (DPIIT), this condition is relaxed and	<ul style="list-style-type: none"> • Assignments as per format specified in Form 9 Appendix I • Abstract of Assignments as per format specified in Form 8 Appendix I • Work Order + Completion Certificate/ Partial Completion Certificate mentioning Project Scope, Approved Deliverables and Payment realized from the client <p>OR</p> <p>Work Order + Certificate from Statutory Auditor mentioning Project Scope, Approved Deliverables and</p>

			<p>reads as follows: 30% of the maximum marks shall be awarded for 3 or more number of Eligible Assignments undertaken by the Applicant firm; and the Applicants with fewer than three Eligible Assignments receive proportionate marks.</p> <p>The remaining 70% shall be awarded for:</p> <p>(i) the comparative size, quality and complexity of Eligible Assignments;</p> <p>(ii) other</p>	
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			<p>relevant assignments or similar work; and (iii) overall turnover, and capacity of the firm.</p>	<p>Payment realized from the client</p> <p>OR</p> <p>Work Order + Certificate from Statutory Auditor mentioning Project Scope & Approved Deliverables + CA Certificate for Payment realized from the client</p> <ul style="list-style-type: none"> • Certificate by the Statutory Auditor for value (in INR) of projects carried out in other countries. • In case the bidder was incorporated after FY 2022-23, the bidder may submit the relevant certificate only for the applicable financial years.
2.	Proposed Methodology and Work Plan	20	<p>Evaluation will be based on the presentation to be made by the Applicants covering the overview of the process, approach, solution proposed with technology stack proposed.</p> <p>There will be emphasis on the proposed methodology and work plan for the</p>	<p>Technical Proposal Document and Presentation along with PoC.</p>

			project along with the Proof of Concept (PoC) presented For further details on the presentation and PoC, refer to Section 3.1.5.	
3.	Relevant Experience of the Key Personnel	50	30% of the maximum marks for each Key Personnel shall be awarded for the number of Eligible Assignments the respective Key Personnel has worked on. For the Applicants which are recognised as Startups by Department for Promotion of Industry and Internal Trade (DPIIT), this condition is relaxed and reads as follows: 30% of the maximum marks shall be awarded for 3 or more number of Eligible Assignments undertaken by the Key Personnel; and	Curriculum Vitae (CV) of Key Personnel as per Form 10 Appendix I.

			<p>the Key personnel with fewer than three Eligible Assignments receive proportionate marks.</p> <p>The remaining 70% shall be awarded for:</p> <p>(i) the comparative size and quality of Eligible Assignments;</p> <p>and</p> <p>(ii) other relevant assignments or similar work in IT sector.</p>	
3(a)	Program Chairperson	6		

3 (b)	Project Director & Team Leader	6		
3 (c)	Principal AI Architect	6		
3 (d)	Principal Product Manager	6		
3 (e)	Principal Program Manager	6		
3 (f)	Data Scientist (AI & Analytics)	5		
3 (g)	Technical Lead	5		
3 (h)	Usability Lead	5		
3 (i)	Full-stack Developer (AI Integration)	5		
Grand Total		100		

3.1.4 While awarding marks for the number of Eligible Projects, the Applicant or Key Personnel, as the case may be, that has undertaken the highest number of Eligible Assignments shall be entitled to the maximum score for the respective category and all other competing Applicants or respective Key Personnel, as the case may be, shall be entitled to a proportionate score.

3.1.5 The Authority would invite each shortlisted Applicant to make a presentation to demonstrate its understanding of the assignment, and its proposed approach, development methodology, architecture, key features and work plan. The presentation should preferably be made by the proposed Key Personnel. The presentation should *inter alia* demonstrate a maximum of 3 similar live projects undertaken by the Applicant in the last 5 years and a working prototype of an existing, live solution (PoC) that is similar to the NDAP requirement as specified in the TOR. This PoC is to ensure that the system deployed under this project can deliver reliable multi-step reasoning, multi-turn AI, numerical analysis, and cross-

document synthesis, Applicants must demonstrate model performance on the internationally recognised benchmarks. This benchmark is relevant for systems combining structured data (tables) with unstructured text and shall be showcased during the presentation. This PoC should also showcase AI governance mechanisms, audit logging, and citation mechanisms. Some of the critical requirements include ability to demonstrate **agentic orchestrator (deterministic, multi-tool, enterprise-grade orchestration layer)**. The minimum key features to be included in the PoC are:

- a. **Semantic intent understanding:** Interprets natural- language queries, identifies the underlying analytical task, and maps them to the correct workflow template.
- b. **Deterministic task execution:** Executes every step in a predictable, rule-bound, and auditable manner so that identical inputs and parameters always produce identical outputs—unlike probabilistic planner agents.
- c. **Stateful code-execution engine (autoscaling to 100 concurrent sessions):** Provides a scalable execution environment that maintains state across steps, supports long-running analytical tasks, and autos-scales to handle large user loads without performance degradation.
- d. **Secure, sandboxed execution with enterprise guardrails:** All code execution happens in an isolated sandbox with built-in OS-level protections that prevent print-injection, remote-code-execution attacks, and unauthorized system access.
- e. **Workflow composition:** Breaks down complex queries into ordered steps (retrieval → transformation → analysis → synthesis), executing them sequentially or in parallel with full determinism.
- f. **Tool and model prioritisation:** Selects and sequences the appropriate models, analytical utilities, and datasets for each step, instead of relying on a monolithic or autonomous agent.
- g. **Recursive reasoning & causal, deep analytics:** Iteratively revisits intermediate outputs, performs causal inference and driver analysis, and surfaces deeper insights about *why* patterns occur—not just what happened.
- h. **Shared filesystem for multi-agent coordination:** All components operate over a secure, auto scalable shared filesystem, allowing agents and tools to exchange intermediate artefacts, logs, and datasets safely and efficiently.
- i. **End-to-end traceability:** Maintains full logs, intermediate results, citations, and execution traces for auditability, reproducibility, and compliance.

The number of slides in the PowerPoint presentation should not exceed 50 and the presentation along with POC should ideally not exceed 60 minutes.

3.1.6 Eligible Assignments

For the purposes of determining conditions of Eligibility and for evaluating the Proposals under this RFP, advisory/ consultancy/service assignments in respect of the following projects shall be deemed as eligible assignments (the “**Eligible Assignments**”):

- (a) Assignment involving intuitive and easily navigable live web/app interface post user testing phase with 500+ active users viewing end user facing interactive reports with backend consisting of data warehousing from 1TB+ high data volumes; or
- (b) Assignment involving mining and natural language processing based search on 1TB+ high data with interactive visualization to showcase the results; or
- (c) Assignment involving extraction of large amounts of semi-structured data and its processing into machine readable formats with semantic classification of data points into a common scheme.
- (d) The following parameters need to be specifically highlighted in the Assignments:

Topic	Parameters
Citizen-Facing Advanced Analytics & Generative-AI Applications	Production deployment of Agentic AI-based citizen service applications with > 10000 MAUs (only interactions with LLMs to be counted)
	Support for Multi-lingual applications.
	Web search integration and real-time information retrieval
Advanced Deep Research Applications	AI copilot systems with large dataset (scale of unstructured documents > 2L and > 75 GB- scanned or machine readable) analysis
Agent Development and Production Experience	Number of production agent systems deployed and their complexity (with 5+ actions per agent)
	Comprehensive and automated (can process batches of evals) agent performance evaluation and alerting systems with LLM-as-a-Judge
	Automated optimisation of agentic workflow as well as prompts based on evals
Infrastructure scale, model alignment and data auditability	

Document Processing and Understanding	OCR capabilities for multi-format documents with high accuracy across languages (unstructured PDFs, charts, tables in excel format, tables in PDF format, structured copies)
	Smart chunking, parsing, and embedding models for improved retrieval accuracy, Multi-modal document processing: PDF, images, tables, forms across 10M+ documents
	Ability to execute dynamically generated code in a sandboxed environment by multiple AI agents while maintaining sandbox state across agents
	Performance on document QA benchmarks (DocVQA >70%, InfoVQA >65%, ChartQA >60%)

3.2 Short-listing of Applicants

Of the Applicants ranked as aforesaid, not more than 5 (five) shall be prequalified and short-listed for financial evaluation in the second stage. However, if the number of such pre-qualified Applicants is less than two, the Authority may, in its sole discretion, pre-qualify the Applicant(s) whose technical score is less than 60 (sixty) points even if such Applicant(s) do(es) not qualify in terms of Clause 3.1.2; provided that in such an event, the total number of pre-qualified and short-listed Applicants shall not exceed two.

3.3 Evaluation of Financial Proposal

- 3.3.1 In the second stage, the financial evaluation will be carried out as per this Clause 3.3. Each Financial Proposal will be assigned a financial score (S_F).
- 3.3.2 For financial evaluation, the total cost indicated in the Financial Proposal, excluding Additional Costs, will be considered. The additional Costs shall include items specified as such in Form-2 of Appendix-II.
- 3.3.3 As a part of Financial Proposal, the Applicant is required to provide the pricing for query inferencing, calculated for an estimated volume of approximately 6000 complex queries. A complex query is defined as any user query that requires the system to combine and analyze multiple kinds of features—such as Multi Step Reasoning & Orchestration, Cross-Sectoral Integration / Analysis, Unstructured + Structured Data Synthesis, Causal / Predictive Analysis Leading to Recommendations and Spatio Temporal Harmonization. A query shall qualify as “complex” when it involves minimum of three out of five of these features. For planning and service expectations, such complex queries should be designed to complete within approximately ten minutes so that users receive timely insights without compromising depth or quality. The Applicant shall clearly specify the cost per query in Form-2 of Appendix-II.

- 3.3.4 The Authority will determine whether the Financial Proposals are complete, unqualified and unconditional. The cost indicated in the Financial Proposal shall be deemed as final and reflecting the total cost of services. Omissions, if any, in costing any item shall not entitle the firm to be compensated and the liability to fulfil its obligations as per the TOR within the total quoted price shall be that of the Consultant. The lowest Financial Proposal (F_M) will be given a financial score (S_F) of 100 points. The financial scores of other Proposals will be computed as follows:

$$S_F = 100 \times F_M/F$$

(F = amount of Financial Proposal)

3.4 Combined and final evaluation

- 3.4.1 Proposals will finally be ranked according to their combined technical (S_T) and financial (S_F) scores as follows:

$$S = S_T \times T_w + S_F \times F_w$$

Where S is the combined score, and T_w and F_w are weights assigned to Technical Proposal and Financial Proposal, which shall be 0.80 and 0.20 respectively.

- 3.4.2 The Selected Applicant shall be the first ranked Applicant (having the highest combined score). The second ranked Applicant shall be kept in reserve and may be invited for negotiations in case the first ranked Applicant withdraws, or fails to comply with the requirements specified in Clauses 2.25, 2.29 and 2.30, as the case may be.

4. FRAUD AND CORRUPT PRACTICES

- 4.1 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 RFP, the Authority shall 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 Authority shall, without prejudice to its any other rights or remedies, forfeit and appropriate the Bid Security or Performance Security, as the case may be, as mutually agreed genuine pre-estimated compensation and damages payable to the Authority for, inter alia, time, cost and effort of the Authority, in regard to the RFP, including consideration and evaluation of such Applicant’s Proposal.
- 4.2 Without prejudice to the rights of the Authority under Clause 4.1 hereinabove and the rights and remedies which the Authority may have under the LOA or the Agreement, if an Applicant or Consultant, as the case may be, is found by the Authority 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 LOA or the execution of the Agreement, such Applicant or Consultant shall not be eligible to participate in any tender or RFP issued by the Authority during a period of 2 (two) years from the date such Applicant or Consultant, as the case may be, is found by the Authority 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.
- 4.3 For the purposes of this Section, the following terms shall have the meaning hereinafter respectively assigned to them:
- (a) “**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 Authority who is or has been associated in any manner, directly or indirectly with the Selection Process or the LOA or has dealt with matters concerning the Agreement or arising therefrom, 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 Authority, 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 LOA 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 LOA or the Agreement, who at any time has been or is a legal, financial or technical consultant/ adviser of the Authority in relation to any matter concerning the Project;

- (b) “**fraudulent practice**” means a misrepresentation or omission of facts or disclosure of incomplete facts, in order to influence the Selection Process;
- (c) “**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;
- (d) “**undesirable practice**” means (i) establishing contact with any person connected with or employed or engaged by the Authority 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
- (e) “**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.

5. PRE-PROPOSAL CONFERENCE

- 5.1 Pre-Proposal Conference of the Applicants shall be convened at the designated date, time and place. Only those Applicants, who have downloaded the RFP from the Official Website of the Authority, shall be allowed to participate in the Pre-Proposal Conference. A maximum of two representatives of each Applicant shall be allowed to participate on production of an
- 5.2 Authority letter from the Applicant. During the course of Pre-Proposal Conference, the Applicants will be free to seek clarifications and make suggestions for consideration of the Authority. The Authority shall 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.

6.MISCELLANEOUS

- 6.1 The Selection Process shall be governed by, and construed in accordance with, the laws of India and the Courts in the State in which the Authority has its headquarters shall have exclusive jurisdiction over all disputes arising under, pursuant to and/or in connection with the Selection Process.
- 6.2 The Authority, in its sole discretion and without incurring any obligation or liability, reserves the right, at any time, to:
- (a) 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;
 - (b) consult with any Applicant in order to receive clarification or further information;
 - (c) retain any information and/or evidence submitted to the Authority by, on behalf of and/or in relation to any Applicant; and/or
 - (d) 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.
- 6.3 It shall be deemed that by submitting the Proposal, the Applicant agrees and releases the Authority, 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.
- 6.4 All documents and other information supplied by the Authority or submitted by an Applicant shall remain or become, as the case may be, the property of the Authority. The Authority will not return any submissions made hereunder. Applicants are required to treat all such documents and information as strictly confidential.
- 6.5 The Authority reserves the right to make inquiries with any of the clients listed by the Applicants in their previous experience record.

SCHEDULES

SCHEDULE-1
(See Clause 1.1.2)

Consultancy for NDAP Project

Terms of Reference (TOR)

for

CONSULTANT

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Attachment -I: Indicative list of Reports

Terms of Reference (TOR)

1. GENERAL

1.1 The Authority seeks the services of qualified firms for developing, operating and maintaining the National Data and Analytics Platform (NDAP). The Terms of Reference (the “**TOR**”) for development and operation of the NDAP are specified below. The assignment will be guided by the provisions of this TOR, Consultancy and Service Agreement, Good Industry Practice and Applicable Laws.

2. OBJECTIVE AND SCOPE OF SERVICES

2.1 The objective of this Consultancy is to undertake the development, operation and maintenance of a web portal that will serve as a single point for accessing data across all Ministry(ies) of Government of India combined with intuitive visualization and self-service analytics. The portal would provide natural language understanding based advanced search features to find the appropriate data set across a huge variety of data spread across different areas.

2.2 The scope of services shall comprise:

- (i) Transition and complete knowledge transfer from OTSi (Object Technology Solutions India Pvt. Ltd), ensuring operational continuity including onboarding of datasets and formal handover of all systems, documentation, and credentials.
- (ii) Development of the data portal for launch on a designated date upon the fulfilment of the go-live criteria specified in Section 3 during the Development Phase; and
- (iii) Operation and maintenance of the portal

These services are briefly explained hereunder:

3. TRANSITION PHASE

- a. The Consultant shall ensure completion of transition phase from OTSi (Object Technology Solutions India Pvt. Ltd) within 6 weeks from the effective date of Agreement. The objective of this activity is to ensure complete operational continuity, minimize disruption, and enable the incoming team to gain comprehensive functional and technical knowledge of the ongoing activities, systems, and workflows under NDAP.
- b. The Consultant shall prepare a detailed Transition and Takeover Plan in consultation with the NDAP Authority and the existing implementing agency. This shall include, but not be limited to the following:

- i. The plan shall outline the transition timelines, key milestones, deliverables, dependencies, roles and responsibilities, and communication protocols for the handover process.
- ii. The plan shall also specify the methodology for verification and acceptance of transferred materials, credentials, and documentation.

3.1 Knowledge and Documentation Transfer

The Consultant shall ensure the systematic collection and validation of all documentation and assets from OTSi (Object Technology Solutions India Pvt. Ltd), including but not limited to:

- i. Project plans, inception and progress reports, and audit documents.
- ii. System design documents, data architecture, API documentation, source code repositories, and version control details.
- iii. Administrative, operational, and technical manuals.
- iv. Dataset inventories, metadata standards, and taxonomy documentation.
- v. Analytical model documentation, testing and UAT reports, and deployment scripts.
- vi. Access details (credentials, URLs, tokens, SSH keys, cloud account information, etc.) for all environments—development, staging, and production.
- vii. Third-party integrations, licenses, and subscription information.
- viii. Training materials, video tutorials, and user manuals.

3.2 Understanding of Existing Processes and Systems

- a. The Consultant shall conduct detailed sessions to gain an in-depth understanding of the as-is NDAP system, covering:
 - i. System architecture, modules, workflows, and data ingestion pipelines.
 - ii. Existing operational processes, governance structure, and stakeholder communication mechanisms.
 - iii. Data onboarding, validation, and quality assurance workflows.
 - iv. Hosting and infrastructure setup, cloud configurations, and security protocols.
 - v. Reporting dashboards, APIs, and integration mechanisms.
- b. The Consultant shall prepare an As-Is System Report summarizing key findings, dependencies, and improvement areas.

3.3 Joint Working and Capacity Building Sessions

- a. The Consultant shall conduct orientation, handholding, and training sessions with the OTSi (Object Technology Solutions India Pvt. Ltd) .
- b. These sessions shall focus on cross-functional understanding of modules, knowledge sharing on codebases, deployment cycles, and best practices for data management.

- c. Capacity-building workshops shall be conducted to ensure operational readiness of the new team prior to the complete handover.

3.4 Continuity and Risk Mitigation

- a. The Consultant shall take proactive measures to avoid any service interruption or degradation of ongoing NDAP operations during the transition period.
- b. Adequate backup, contingency, and support mechanisms shall be established to ensure system stability.
- c. The Consultant shall prepare a Transition Risk and Mitigation Plan, identifying potential risks (e.g., data loss, access delays, configuration errors) and corresponding preventive actions).

3.5 Completion and Validation

- a. Upon completion of the handholding and knowledge transfer process, the Consultant shall submit a Transition Completion Report along with supporting evidence of successful handover.
- b. Formal confirmation of completion shall be obtained from the Authority, based on a mutually agreed handover checklist, documentation validation, and performance verification of transferred systems and credentials.

4. DEVELOPMENT PHASE

4.1 Features and Functionality of NDAP

The NDAP would be developed in accordance with global best practices in line with similar initiatives internationally in order to achieve the above objectives. The following minimum features shall be complied with the following features and functionalities:

Category	Features
Non-Functional Requirements	<ul style="list-style-type: none"> (a) Reliable 24/7 hosting with automated website backup. (b) Cross-browser compatibility. (c) Responsive web design across web interfaces, mobiles, and tablets (e.g. disabled images, various resolutions/font sizes). (d) Fast-loading pages (page load time involving less than 10 indicators should be less than 3 seconds for bandwidth of 512 kbps). (e) Should be compliant with the Guidelines for Indian Government Websites (GIGW) and (f) Interoperability Framework for E-Governance in India issued by Ministry of Electronics and Information Technology (MeitY). The governance framework in this regard including metadata standards to be finalised during Development Phase and updated on a half-yearly basis thereafter in consultation with the Authority.

User-Sensitive Access and Personalization Requirements	<ul style="list-style-type: none"> (a) Data catalogue for users to browse and access all available datasets. (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 predefined categories. (c) User profiling and personalization based on user’s previous visits for registered and logged in users. Some of the features of the portal will only be available to registered users. Display of generic content for anonymous user. (d) Registered users can receive automated reports based on analysis performed directly at their inbox at scheduled intervals – snapshot of the report would be attached with the email and linked to the detailed report on the NDAP portal. For the same, NIC email server can be used. (e) Displays trending/recently viewed/most popular segments and datasets of site. (f) Provision of site map, listing all the contents of the website including static content, training materials, etc. (g) Collects data on user searches, eventual datasets that users view, and user profiles to learn over time to produce more relevant searches. (h) Unified, metadata-driven data catalogue with federated discovery, granular access control, PII masking, ministry-wise data isolation, and SSO/e-Pramaan–based authentication. (i) Automated analytics and periodic reporting with secure email delivery, live dashboard links, dataset trend indicators, and comprehensive platform navigation resources. (j) Generative AI–enabled multilingual conversational interface (text and voice) with RAG-based, citation-backed responses and contextual recommendations. (k) Personalized user experience with saved analyses, subscriptions, session memory, permission-based sharing, and behaviour-driven personalization. (l) Mobile-first, fully responsive platform supporting low-bandwidth access and harmonized integration of micro-level data for advanced analytics and policymaking. (m) Support Harmonization and onboarding of micro-level data from diverse sources, wherein variable harmonization must use published, authoritative mappings (ex: MoSPI codebook) or peer reviewed methodologies, citing them appropriately and flagging any data drops or mismatched unit.
Search Requirements	<ul style="list-style-type: none"> (a) The NDAP shall be designed and operated such that it functions as a search engine for retrieving the data hosted on it. The retrieval and display of data shall be in accordance with good

	<p>industry practices followed by other eminent websites operating in India and abroad.</p> <p>(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.</p> <p>(c) Provides context and/or query-based suggested/related/recommended links and understanding of synonyms. Multiple options based on the query can be presented to the user if there is no single query interpretation.</p> <p>(d) Approximate string matching while the user types in the query keywords.</p> <p>(e) Employs natural language understanding of search query (not token keyword search) to provide: <ul style="list-style-type: none"> i. Simple and intuitive Input Interpretations of the textual query; and ii. Suggested Alternatives for each query subcomponent based on function of user's profile and previous similar searches; iii. Relevant Representations of results (e.g. time series graphs, comparative graphs/tables) based on query of user. </p> <p>(f) Unified AI-powered search across structured data and unstructured government content with extraction and combined evidence-based responses.</p> <p>(g) NLU-driven generative search supporting complex queries, approximate matching, contextual suggestions, ambiguity handling, and auto-visualization.</p> <p>(h) Multilingual (text and voice) search across databases, documents, images, and government repositories in English and 20+ Indic languages.</p> <p>(i) Advanced analytical execution (SQL, Python, geospatial, time-series, OCR, RAG) with auditable sandboxing and approval workflows.</p> <p>(j) Deterministic, clickable citations ensuring full data provenance and traceability.</p> <p>(k) Federated, ontology-based and geospatial (vector/raster) discovery using metadata, thematic, and spatial relationships.</p>
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	(l) SDAP template aligned with NDAP for State/UT replication and post-go-live O&M of the integrated NDAP platform.
Data Requirements	<p>The data requirements are categorised into:</p> <ul style="list-style-type: none"> (a) Coverage of Data Sources and Formats (b) Data Modelling & Knowledge representation Layer (c) Data Aggregation (d) Data Analysis (e) Data quality and standardisation (f) Data refresh frequency (g) Log management (h) Data archival and retention features (i) Interactivity and Accessibility <p>(1) Coverage of Data Sources and Formats</p> <ul style="list-style-type: none"> (a) Integrates Application Programming Interfaces (APIs) provided by the Authority to read data into the platform. (b) Integrates identified datasets after conducting relevant stakeholder consultations consulting initial corpus of data into website from the following sources: <ul style="list-style-type: none"> i. Websites of 53 Ministries and Departments of Central Government; ii. Websites of all departments and Ministries of State Governments not exceeding 250; iii. Autonomous and affiliated bodies of the Ministries iv. Reports for key sectors as shown in the indicative list at Attachment-I. (c) Have an automated system for alerts on addition of new datasets for any of the above sources, necessary for updating of NDAP. (d) Fetch data in structure, semi-structured and unstructured (e.g., PDF, HTML, scanned tables) format from all the Government websites (both State and Central) and reports (indicative list is at Attachment-I) and onboard on NDAP as per directions from NITI. (e) Schedule crawls for Ministry(ies)/ State websites to discover newly published datasets. Fetch any new data that has been uploaded on the websites. (f) The Authority may include more data sources and reports over time. (g) Full provenance metadata (URL, timestamp, checksum) retained for each dataset

	<p>(2) Data Modelling & Knowledge representation Layer: Develop a Unified Data Modelling Layer that supports the following:</p> <ul style="list-style-type: none"> (a) consistent metadata structures, (b) standardized indicator definitions (referring from existing national and international standards), (c) age/sex/geography-level disaggregation, (d) mapping of survey and administrative datasets, (e) compatibility with harmonization methods. <p>(3) Data Aggregation</p> <ul style="list-style-type: none"> (a) Extraction of accurate data from the various Government websites. (b) Conversion of reports into machine readable format and extraction of the numeric information into machine readable format. (c) All data points ingested into NDAP should have a common schematic theme including location, time, and sector. (d) Automatic Extract, Transform, Load (ETL) process to map incoming data to designed data model. (e) Metadata management tool to track ETLs, transformations and changes made to data. (f) Ability to process data from national to village/town level resolution (based on various codes like LGD codes, PIN codes, Census codes, etc.). (g) Ability to aggregate information from individual data sets to higher aggregation levels based on location (e.g. village/district/ city/ state) or time (daily/ weekly/ monthly/ quarterly/ yearly). (h) Ability to input structured and semi-structured (e.g. XML, JSON) data formats. (i) Seamlessly integrate an initial data capacity of 1 TB, which should be scalable up to 10 TB upon payment of recurring costs by the Authority for provision and use of data capacity in excess of 3 TB. (j) Ensure quarterly incorporation of all non-API data within one week of publishing on the parent website of the data sources. (k) System should be able to handle 5000 concurrent users and should be scalable to 7500 concurrent users upon payment of recurring costs by the Authority for and in respect of concurrent users in excess of 1,000. (l) 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. (m) Portal to be procured and hosted on a Government of India Cloud (MeghRaj) or on a Ministry of Electronics and
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	<p>Information Technology (MeitY) empanelled cloud Consultant. Details about the cloud can be found on http://meity.gov.in/content/gi-cloud-meghraj.</p> <p>(n) For the purpose of traceability, all downloaded reports from other Ministries and State Governments websites would be saved in the database along with the date and time of the fetch activity.</p> <p>(o) Conversion of non-machine-readable format.</p> <p>(p) Periodic schema validation (“health-check”) and recommendation of schema extensions.</p> <p>(q) Data harmonization to common indicators and identifiers such as - LGD, Census, PIN codes, etc.</p> <p>(4) Data Analysis</p> <p>a) Inbuilt visualization of data from datasets (e.g. bar chart, pie chart, bubble chart, donut chart, area chart, cartogram, infographics, 3D visualizations, radar chart, geo-mapping) with customizable data ranges and properties.</p> <p>b) Inbuilt analytics (e.g. correlations, multivariable plotting) with drag and drop customization functionality/the ability to choose suitable graphs intelligently.</p> <p>c) Animated visualizations on variable factors, including dynamic visualization with drill-down and drill-up features at all applicable granularity.</p> <p>d) Ability to compare, analyse and reason data across datasets using spatial (location), temporal (time period), domain (sector) and measurement indicators.</p> <p>e) Ability to generate customizable reports by cross-linking datasets.</p> <p>f) Downloadable/shareable datasets at a customizable resolution, range, time interval, etc. in standard formats (e.g., xml, json, csv, etc.).</p> <p>g) All visualizations exportable in formats as customized by user (e.g., jpeg, png, pdf, etc.).</p> <p>h) Ability to share visualizations/data on third party websites while keeping the metadata, including the source attribution, traceable.</p> <p>i) Provides metadata information (source, year, methodology, etc.) for datasets.</p> <p>(5) Data Quality and Standardisation</p> <p>(a) SLAs and frameworks need to drive data quality as this will enable accuracy in the final reports.</p>
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	<p>(b) Publication of Data-Standardisation SOP (including citations and source definitions), Core Schema, User Manual, and Dataset Directory</p> <p>(c) Continuous data validation using AI-based anomaly detection and schema consistency checks.</p> <p>(d) Spatio-temporal data harmonisation with semantic context preservation: Ability to harmonise and standardise datasets across time and geographies (spatio-temporal), while maintaining the semantic context of the user’s query. As users move across datasets, filters, definitions, and units remain consistent, so the system does not “forget” intent mid-analysis.</p> <p>(6) Data Refresh Frequency</p> <p>(a) Most of the indicative reports are annual, but periodic refresh of the data for any ad-hoc reporting.</p> <p>(b) Real-time synchronization for API-based datasets; ≤ 24 hours for high-frequency bulletins; ≤ 7 days for periodic publications.</p> <p>(c) A live “data refresh register” to be maintained, recording release cadence, last updated, and next expected update.</p> <p>(7) Log Management</p> <p>(a) Needs to maintain a log feature accounting for all the data access and actions performed by various users-updates, changes, refreshes etc. The 3 log streams shall be : - ETL and data-quality pipeline logs; User-activity logs (views, downloads, exports) and Generative AI inference logs (prompts, retrieved records, latency, citations, error codes).</p> <p>(b) Integration with Security Information and Event Management (SIEM) tools for audit and compliance monitoring.</p> <p>(8) Data Archival and Retention</p> <p>(a) This will drive the temporary storage requirements for logs, cache data etc. to ensure faster loading of all the tables.</p> <p>(b) Compliance with NIC/MeitY data retention and audit policies.</p> <p>(c) Cache optimization to reduce latency and improve data retrieval performance.</p> <p>(9) Interactivity and Accessibility</p> <p>(a) Built-in terminals and software for blind/visually impaired users. The navigation and usability aspects of the site should be friendly to blind/visually impaired people.</p> <p>(b) English/Hindi language translations for audio/video tutorials with speech. The tutorials should have content in both English and Hindi, both as speech and written sub-titles.</p>
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	<p>(c) Multi-lingual website covering all 22 major Indian languages. Only the static navigation content needs to be made available in the major Indian languages.</p> <p>(d) Context sensitive ‘Help’ feature.</p> <p>(e) Integrated social media/share content function (email, Facebook, Twitter, etc.) as embedded graphics and embeddable code.</p> <p>(f) Platform tutorial videos and media.</p> <p>(g) Optional user registration for personalized features like “follow” datasets, sector, location and receive automated email/mobile alerts and notifications.</p> <p>(h) Gen AI conversational interface (text and voice) in English and 20+ Indic languages with STT, TTS, and NLU.</p> <p>(i) No-code visual authoring for non-technical users with project- and session-level memory.</p> <p>(j) Context-aware GenAI assistance with follow-up prompts, auto-visualizations, dataset.</p>
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<p>Site Analytics and Feedback</p>	<p>Site Analytics</p> <ul style="list-style-type: none"> (a) Tracks site traffic (page views, visits, pages per visit, bounce rate, new visits, and average time on site, most popular datasets, most downloaded datasets, etc.). (b) Tracks user demographics (access browser, operating systems used, languages, state/country of access). (c) Tracks cookies and IP addresses. (d) Tracks which parts of the backend database are accessed and at what frequency to understand dataset relevance. (e) Site statistics are displayed on the website with the user having options to filter the statistics on simple parameters like location, date, sector, data source, etc. (f) Continuous improvement of user experience, data discovery, and AI responses using behaviour and feedback analytics. <p>Feedback</p> <ul style="list-style-type: none"> (a) Every page of the Portal would have an option for user Feedback as a floating icon on the page. (b) This floating icon for user feedback would be accessible while browsing various pages of the entire Portal. (c) Once clicked, pop-up window opens up. (d) There is a 5-Star rating of the site that the user can provide as feedback. (e) The pop-up window would have drop-down option on the reason for the feedback like: Incorrect search results, Data not available, Inappropriate visualization, Inappropriate analysis, data error, Other etc. Other opens up a blank box to enter the reason for the feedback. (f) Feedback details are compulsory to be entered by the user, including the Ministries who might have the missing data. (g) User name, email and mobile number can be collected as optional fields for unregistered users. (h) The captured feedback details along with the automatically generated screenshot (with details of the page, query and response) of the content currently displayed on the Portal is mailed to the admin of both the Vendor and NITI Aayog PMU along with being stored in the database as feedback logs. (i) The list of new data items missing from the site along with number of requests would be made available on the NDAP portal on a monthly basis and also reach out to the Ministries and State Governments requesting that data.
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Security	Produce an “Application Security Audit Clearance Certificate” for the solution to be deployed and should ensure adherence to approved security guidelines published by the Indian Computer Emergency Response Team (CERT-In), the Standardization, Testing and Quality Certification (STQC) by MeitY, or any other guideline issued by a Government of India agency. The Consultant should ensure the appropriate risk and contingency planning for project. Vendor is responsible for ensuring the timely completion of these activities in co-ordination with the certified vendors. Details of the same can be found on the following website: http://www.cert-in.org.in/ .
Disaster Recovery, and Business Continuity	<p>(a) The Consultant shall ensure that the NDAP system is protected against natural disasters, software failures, human error, and other contingencies that could interrupt services.</p> <p>(b) The Consultant shall establish and maintain a disaster recovery environment suitable to enable business continuity in the event of a disaster that affects the operational environment.</p> <p>(c) The Consultant shall forthwith create a Business Continuity Plan (BCP) that shall include a Disaster Recovery Plan as well as security policies and procedures. The BCP shall contain information regarding how the NDAP systems and data will be protected, what steps would be taken to replicate/restore/recover any lost data and the timeframes involved, frequency of maintenance procedures/hardware and software upgrades and their impact on system performance, capacity and/or uptime.</p> <p>(d) The Consultant shall conduct an exercise to test the BCP twice a year and meet recovery criteria of 2 Hours for NDAP applications. Test results shall be compiled by the Consultant in a report to be shared with the Authority. In addition, emergency drills shall be conducted once a year.</p>

<p>Deployment and Model Governance</p>	<ul style="list-style-type: none"> (a) Fine-tuned models on curated Indian government and policy corpora, with measurable performance gains on Indian policy QA benchmarks. (b) Full Authority control over model weights, deployment, and inference, with no external runtime dependency. (c) Secure VPC-based deployment across storage, vector databases, inference, and tools to meet quality and performance targets. (d) Domain tuning with strict data boundaries and human-in-the-loop feedback for supervised and RL-based post-training. (e) Benchmarking at release and periodic re-evaluation with public reporting to the PMU. (f) Built-in instruction safeguards, refusal handling, and cultural alignment for Indian governance use cases. (g) Proven throughput, latency, and memory efficiency on Authority-owned infrastructure. (h) Models must be open source or auditable. (i) MeitY-empanelled cloud/VPC hosting with data residency and private endpoints.
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<p>Agentic orchestrator (deterministic, multi-tool, enterprise-grade orchestration layer)</p>	<ol style="list-style-type: none"> 1. Implement a modular, scalable, and secure Agentic AI architecture comprising: <ol style="list-style-type: none"> i. Semantic intent understanding: Interprets natural-language queries, identifies the underlying analytical task, and maps them to the correct workflow template. ii. Deterministic task execution: Executes every step in a predictable, rule-bound, and auditable manner so that identical inputs and parameters always produce identical outputs—unlike probabilistic planner agents. iii. Stateful code-execution engine (autoscaling to >5,000 sessions): Provides a scalable execution environment that maintains state across steps, supports long-running analytical tasks, and autos-scales to handle large user loads without performance degradation. iv. Secure, sandboxed execution with OS-level guardrails: All code execution happens in an isolated sandbox with built-in OS-level protections that prevent print-injection, remote-code-execution attacks, and unauthorized system access. v. Workflow composition: Breaks down complex queries into ordered steps (retrieval → transformation → analysis → synthesis), executing them sequentially or in parallel with full determinism. vi. Tool and model prioritisation: Selects and sequences the appropriate models, analytical utilities, and datasets for each step, instead of relying on a monolithic or autonomous agent. vii. Recursive reasoning & causal, deep analytics: Iteratively revisits intermediate outputs, performs causal inference and driver analysis, and surfaces deeper insights about <i>why</i> patterns occur—not just what happened. viii. Declarative authoring system: Allows configuration of workflows and orchestration logic through a deterministic, auditable specification. Enables rapid construction of new workflows tailored to evolving policy, analytical, or operational needs without requiring low-level coding. ix. Shared filesystem for multi-agent coordination: All components operate over a secure, autoscalable shared filesystem, allowing agents and tools to exchange intermediate artefacts, logs, and datasets safely and efficiently. x. End-to-end traceability: Maintains full logs (including prompt history and query logs), intermediate results, citations, and execution traces for auditability, reproducibility, and compliance. 2. The architecture shall be:
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	<ul style="list-style-type: none">i. Cloud-agnostic and compatible with Government of India cloud policiesii. Microservices-basediii. Extensible for future AI capabilities
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<p>Core Agentic AI Features</p>	<p>a. Intelligent Data Discovery Agent</p> <ul style="list-style-type: none"> a. Automatically indexes new datasets onboarded to NDAP b. Understands metadata, sector, geography, time-series nature c. Recommends relevant datasets to users based on: <ul style="list-style-type: none"> i. User role (policy maker, researcher, analyst, citizen) ii. Past usage patterns iii. Current analytical intent d. Supports multilingual search (English + Indian languages where feasible) <p>b. Natural Language Query & Analytics Agent</p> <ul style="list-style-type: none"> a. Enables users to query NDAP data using natural language b. Converts queries into: <ul style="list-style-type: none"> i. Dataset selection ii. Data joins iii. Filters iv. Visualizations c. Autonomously decides optimal chart/map/table format d. Supports follow-up queries and conversational refinement. Maintain conversational history and context over multi-turn interactions <p>c. Autonomous Cross-Dataset Insight Agent</p> <ul style="list-style-type: none"> a. Identifies correlations and relationships across datasets and sectors b. Generates explainable insights (e.g., trend analysis, comparisons) c. Flags statistically significant patterns without explicit user prompts d. Provides confidence scores and methodological notes. e. Handle messy joins. Generate a report of dropped rows, logic and assumptions for linkages. <p>d. Predictive & Scenario Simulation Agent</p> <ul style="list-style-type: none"> a. Uses historical NDAP data for: <ul style="list-style-type: none"> What-if policy scenario simulations b. Allows users to define parameters (e.g., budget increase, coverage expansion) c. The analysis shall be displayed along with a subjective Disclaimer. Generates interpretable outputs suitable for policy review. <p>e. Anomaly Detection & Early Warning Agent</p> <ul style="list-style-type: none"> a. Continuously monitors selected indicators b. Detects: <ul style="list-style-type: none"> i. Sudden deviations ii. Structural breaks iii. Outliers c. Generates alerts and auto-explanatory diagnostics d. Supports configurable thresholds per sector/indicator e. Custom nudges and alerts based on user roles and
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	<p>policy interest areas.</p>
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	<p>f. Automated Report & Policy Brief Generation Agent</p> <ul style="list-style-type: none"> a. Generates periodic reports (monthly/quarterly/annual) b. Auto-creates: <ul style="list-style-type: none"> i. Executive summaries ii. Charts and maps iii. Key findings and trends c. Outputs in downloadable formats (PDF, DOCX, PPT) d. Ensures traceability of insights to underlying datasets <p>g. Data Quality & Harmonization Agent</p> <ul style="list-style-type: none"> a. Performs automated checks for: <ul style="list-style-type: none"> i. Missing values ii. Schema mismatches iii. Temporal and spatial inconsistencies b. Suggests corrective actions c. Learns from past data validation decisions d. Supports NDAP data standards and interoperability guidelines <p>h. Hallucination Detection Agent</p> <ul style="list-style-type: none"> a. Performs automated checks for: <ul style="list-style-type: none"> i. Uncertainty and confidence assessment ii. Factual consistency b. Continuously analyses user and expert feedback to detect. c. Verifies generated responses against source data and flags unverified outputs. d. If the agent cannot find a deterministic source (URL/document ID) for a generated claim, it must withhold that specific claim or flag it as Low Confidence / Unverified. <p>i. Automated Delta Monitoring and Refresh</p> <ul style="list-style-type: none"> a. Monitors data sources for: <ul style="list-style-type: none"> i. New data release ii. File updates, revision, replacement b. Validates detected updates against existing datasets to assess impact and compatibility c. Sends notifications when new or updated data becomes available, keeping the platform up to date.
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Human-in-the-Loop & Governance Controls	<p>The system shall ensure:</p> <ul style="list-style-type: none"> a. Human approval for: <ul style="list-style-type: none"> i. Policy recommendations ii. Predictive insights used for official decision-making b. Explainability dashboards showing: <ul style="list-style-type: none"> i. Data sources used ii. Logic/reasoning steps iii. Confidence levels iv. Key assumptions c. Override, feedback, and correction mechanisms for users. d. If a generative answer covers multiple datasets or inferred values, the agent must tag uncertain statements with caveats
AI Ethics, Security & Compliance	<ul style="list-style-type: none"> a. Compliance with: <ul style="list-style-type: none"> i. Government of India AI ethics guidelines ii. Data privacy and security policies b. No training of AI models on restricted or sensitive datasets c. Secure isolation of user interactions d. Role-based access control (RBAC) e. Full audit logs of model prompts, transformation steps, citation sources, AI actions and decisions
Scalability & Future Readiness	<ul style="list-style-type: none"> a. Support onboarding of new datasets, sectors, and ministries b. Allow addition of new AI agents without architectural changes c. Be compatible with future integration of: <ul style="list-style-type: none"> i Federated learning ii External government data platforms iii Advanced visualization tools
Operations, Monitoring & Maintenance	<ul style="list-style-type: none"> a. Continuous monitoring of: <ul style="list-style-type: none"> i Model performance ii Drift detection iii Bias indicators b. Periodic retraining and optimization c. Automated rollback in case of degraded performance

<p>Integration Readiness Requirements with other microsites</p>	<p>a. Design NDAP’s shared and extensible data taxonomy to be:</p> <ul style="list-style-type: none"> i. Extensible, allowing state-level and city-level indicators to be added without rework. ii. Versioned, with clear documentation of changes and backward compatibility. iii. Hierarchical, enabling navigation from national data down to state, district, city, and ward (where applicable). iv. Consistent across domains, so that the datasets on other domains can map cleanly to NDAP’s national and state datasets. v. Updated, so that any update to the NDAP schema or data taxonomy will cascade to update all mappings and derived indicators. <p>b. Support Standardized Metadata Framework:</p> <ul style="list-style-type: none"> i. A uniform metadata schema for all datasets, including metadata, data-source information, update frequency, quality flags, and lineage. ii. A metadata standard compliant with widely accepted frameworks allowing publishing of metadata in a comparable format. <p>Metadata APIs must allow compatible external systems to query dataset descriptions, schemas, lineage, and update history.</p> <p>c. Provide Public, Well-Documented APIs, subjective to NITIs discretion:</p> <ul style="list-style-type: none"> i. RESTful, versioned APIs for data access, metadata access, and taxonomy queries. ii. Authenticated Partner APIs that allow state and city-level systems to bulk upload, bulk query, and validate data. iii. Rate-limited public APIs for developers, researchers, and state partners. <p>API documentation would be published using industry standards.</p> <p>d. Schema and Data Model Interoperability:</p> <ul style="list-style-type: none"> i. External linked datasets can be added as separate schemas within the same database instance
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	<p>e. Integration Sandbox and Testing Environment:</p> <ul style="list-style-type: none"> i. A sandbox environment where external developers can test ingestion, querying, and integration with NDAP APIs. ii. Sample datasets and mock endpoints to simulate national to city level (but not limited to) dataset flows. iii. Automated test harnesses to verify quality, compatibility, and performance. <p>This sandbox is essential to ensure that future extensions can be plugged into NDAP without disrupting live operations.</p> <p>f. Authentication, Access Control and Partner Onboarding:</p> <ul style="list-style-type: none"> i. Implement a role-based access framework suitable for multi-tier systems (national, state, city). ii. Allow onboarding of state and city partners with appropriate permissions for upload, review, and query. iii. Provide clear audit logs so that future extensions ingestion events, validations, and updates can be tracked end-to-end. iv. Implement a Partner Integration Governance Framework which would define categories of partner systems (ministries, states, research institutions, city platforms), standard integration onboarding process, data sharing agreements and responsibilities, monitoring of partner integrations and usage. <p>The proposed measurable documentation includes partner integration framework document, standard onboarding templates and integration governance workflows.</p> <p>g. Shared Data Governance Framework</p> <ul style="list-style-type: none"> i. Define rules for dataset versioning, update cycles, and data quality checks that can be extended to future extensions. ii. Allow external datasets to follow the same governance processes, ensuring uniformity across levels of government. iii. Provide workflow support for approvals, validations, and rejections that accommodate both central and state-level data partners. iv. Establishment of a governance structure responsible for overseeing interoperability between NDAP and external platforms, ensuring alignment with defined technical standards and integration protocols.
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	<ul style="list-style-type: none"> v. Definition of policies and procedures for managing updates to schemas, taxonomies, and metadata standards to maintain consistency across datasets and integrated systems. vi. Periodic integration audits to review compliance with interoperability guidelines, assess performance of integrations, and ensure continued adherence to NDAP standards. <p>The proposed measurable documentation includes NDAP interoperability governance charter, schema change management policy and Integration monitoring reports.</p> <ul style="list-style-type: none"> h. UI/UX Level Continuity for User Navigation: <ul style="list-style-type: none"> i. A consistent user experience that allows seamless navigation from national → state → city data layers. ii. Breadcrumbs, filters, and visualisations that maintain structural continuity across all levels. iii. The ability to embed external systems visualisations or datasets within NDAP interfaces as and when required by NITI Aayog. i. Documentation, Onboarding, and Handover: <ul style="list-style-type: none"> i. Detailed documentation of APIs, taxonomies, data models, metadata, and event flows that enable easy integration with future extensions/ external systems as and when required by NITI Aayog. ii. Partner onboarding guides for states, urban local bodies, etc. iii. Training sessions with external teams to ensure smooth collaboration. j. Futureproofing and Modularity: <ul style="list-style-type: none"> i. NDAP can accommodate other geographical granular data like city-level datasets without re-architecture. ii. New modules (such as future extensions analytics or dashboards) can be plugged in with minimal modification. iii. NITI Aayog can incorporate additional state or city-level data initiatives in the future.
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	<p>k. NDAP Interoperability Architecture Framework: The framework may include</p> <ul style="list-style-type: none"> i. Architecture for integration with sectoral, state, and city data platforms ii. Metadata and schema standards aligned to national identifiers iii. Compliance and certification process for integrating external platforms, if any <p>The proposed measurable documentation includes interoperability architecture document, partner integration playbook and governance guidelines, metadata standard specification and integration compliance checklist.</p>
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4.1.1 The Authority shall have the right to add or edit the features specified above. If significant costs are associated with any additional features, then the manday rates for same, as specified by the Consultant in its Bid, shall be used for making additional payments to the Consultant.

4.1.2 The Authority may, in its discretion, undertake a third-party audit of the aforesaid software at its own cost and expense.

4.2 User Acceptance Test

4.2.1 The Consultant shall prepare a list of user acceptance criteria as part of a Test Plan prior to commencing the development of NDAP and submit to the Authority for approval.

- 4.2.2 Prior to go-live, Consultant will demonstrate and ensure that the system meets all functional and technical requirements as specified in this TOR.
- 4.2.3 The Test Plan should support function/system integration/stress and load/User Acceptance Test (UAT) to ensure that the software is comprehensive, auditable, and complete with test cases.
- 4.2.4 As part of system integration testing, the Consultant should test data conversion and migration to the new Data Warehouse ecosystem and ensure transaction data flows accurately.
- 4.2.5 Test procedures shall be carried out by the Consultant to assess the following:
- (a) conformity with the functional requirements and require process operations;
 - (b) performance of the system with reference to response time and accuracy;
 - (c) integrity of the software after installation;
 - (d) user friendliness; and
 - (e) other parameters as determined by the Authority.
- 4.2.6 The Consultant must eliminate any operational bugs that arise from testing and fine tune the software as needed.
- 4.2.7 On the basis of these tests, a report would be submitted by the Consultant for review and approval by the Authority. The test results and response times should be demonstrated by the Consultant in an environment and infrastructure as mutually agreed upon by the the Authority and the Consultant.

4.3 Testing and Go-Live of NDAP

- 4.3.1 The Consultant shall prepare a Test Plan after the development and customization/configuration of the NDAP to demonstrate and ensure that the system meets all functional and technical requirements as brought out in this RFP and the detailed Work Plan prior to Go-Live.
- 4.3.2 The Test Plan should support function/system integration/stress and load/User Acceptance Test (UAT) to ensure that the software is comprehensive, auditable, and complete with test cases.
- 4.3.3 As part of system integration testing, the Consultant should test data conversion and migration to the new Data Warehouse ecosystem and ensure transaction data flows accurately.
- 4.3.4 Test procedures shall be carried out by the Consultant to assess the following:
- (a) conformity with the functional requirements and required process operations;

- (b) performance of the system with reference to response time and accuracy;
- (c) integrity of the software after installation;
- (d) user friendliness; and
- (e) other parameters as determined by the Authority.

4.3.5 The Consultant must eliminate any operational bugs that arise from testing and finetune the software as needed.

4.3.6 On the basis of these tests, a report would be submitted by the Consultant for review and approval by the Authority. The test results and response times should be demonstrated by the Consultant in an environment and infrastructure as mutually agreed upon by the Authority and the Consultant.

4.4 Guardrails, Security Testing and Audit

4.4.1 The NDAP should be compliant with the guidelines of GIGW and be functional and load tested and consequently certified by the STQC Directorate.

4.4.2 The NDAP should be security audited by a reputed CERT-In empanelled testing firm (to be nominated by the Authority) prior to deployment into production server or before Go-Live of the Project.

4.4.3 The Consultant shall bear all expenses relating to security testing and audit. As such, payment to the auditing agency shall be made by the Consultant.

4.4.4 The NDAP shall be regularly audited from the CERT-In empanelled agency. The frequency of auditing shall be six-monthly or earlier in case of a major change in any application or module.

4.4.5 The NDAP solution will be considered Go-Live (implemented) when all the above conditions are satisfied.

4.4.6 The Consultant shall implement an **Audit and Guardrail Framework** ensuring:

1. Only authorised government datasets are used;
2. Only validated methodologies (generic or domain-specific) are applied;
3. Every AI-generated analysis includes a transparent explanation of data sources, steps taken, and methods used.

This audit trail shall be available to the Authority for monitoring and compliance verification.

4.5 Documentation

4.5.1 The following Deliverables would be provided as part of the final documentation:

- (a) Training Document;
- (b) Portal documentation;
- (c) Training videos showing step-wise flows;
- (d) System Architecture;
- (e) Database design;
- (f) Source code;
- (g) Taxonomy and meta-data information;
- (h) Analytical models and their documentation (Natural Language, Information Extraction, etc.);
- (i) Related username and passwords to the system; and
- (j) Maintenance Schedule.

4.5.2 In addition to the above, the following documents should be also provided on regular basis:

- (a) **API Documentation** – covering endpoints, authentication methods, rate limits, request/response formats, and integration examples (including spatial APIs, metadata APIs, and dataset download APIs).
- (b) **User Manuals / Quick Reference Guides** – separate manuals for administrators, data publishers, and end-users detailing workflows and permissions.
- (c) **Data Quality and Validation Framework Document** – outlining quality checks, validation rules, and standard operating procedures for data ingestion.
- (d) **Security and Compliance Document** – describing implemented security controls, encryption standards, audit trail mechanisms, and compliance with standards like ISO 27001 and OWASP.
- (e) **Disaster Recovery and Backup Plan** – specifying backup frequency, data recovery mechanisms, RTO/RPO values, and failover strategy.
- (f) **Performance Benchmarking and Load Testing Report** – documenting scalability tests, response times, and concurrent user performance results.
- (g) **Version Control and Change Management Log** – capturing updates, patches, and release notes for transparency and auditability.
- (h) **Accessibility Compliance Report** – detailing conformance with WCAG 2.1 and GIGW guidelines for accessibility.

- (i) **Data Governance and Stewardship Guidelines** – roles and responsibilities for dataset owners, curators, and custodians.
- (j) **Integration Interfaces Document** – describing interoperability with external systems such as e-Pramaan, NIC Cloud, or state data platforms.

4.6 Training of the Authority staff

4.6.1 The Consultant shall provide training and tutorials of the NDAP for the Authority staff, including development, rollout and management of a standard staff training plan, creation of the necessary training material/resource documents.

4.6.2 Training may be offered as online support, phone and email support, on-site training, or any combination thereof as determined by the Authority from time to time. The Consultant shall provide on-site training to up to 10 (ten) officials of the Authority every 6 (six) months.

4.6.3 At a minimum, the training topics shall include:

- (a) Solution architecture and design;
- (b) Technical operations;
- (c) Data migration, including data integration and uploading;
- (d) Analytics, visualization, and reporting tools;
- (e) Terminology services support; and
- (f) Resolving user queries.

4.6.4 The Consultant shall provide the following documents:

- (a) Hard copy and electronic versions of training materials;
- (b) a training approach that will support initial training requirements;
- (c) a training approach that will support ongoing training requirements;
- (d) proposal that includes web-based training modules;
- (e) proposal for in-person training; and
- (f) staff education to maintain the confidentiality of sensitive information.

4.7 Data Transition

4.7.1 Following the expiry or termination of the Agreement for any reason, the Consultant shall ensure that the Authority has exclusive access to and control of the NDAP data in a format that is reasonably acceptable and without any additional cost to the Authority.

4.7.2 In the event that the Authority transfers the NDAP data to a new or replacement system and/or grants a designated agency access to the NDAP data, the Consultant shall provide technical assistance to the Authority to facilitate data transition.

4.7.3 Data transition shall include the migration of user addresses, user credentials, saved messages, all inbound messages, and any other processes necessary to carry out complete knowledge transfer.

4.7.4 The Consultant shall provide shadow support through the completion of data transition.

4.8 Integrity, Privacy and Security

4.8.1 This encompasses a set of controls, policies and tools to ensure and monitor the integrity, privacy and security of shared data, metadata and artifacts as outlined below.

4.8.2 Regulatory Compliance

- a. Information Technology Act, 2000 (IT Act): Adhere to the IT Act and its associated Rules, such as the Information Technology (Reasonable Security Practices and Procedures and Sensitive Personal Data or Information) Rules, 2011.
- b. National Data Sharing and Accessibility Policy (NDSAP): Ensure compliance to requirements specified for Data Classification (based on sensitivity & importance), Data Standards (standardized formats and protocols for data collection, storage, and sharing), Access Control, Data Security (measures to protect data from unauthorized access, breaches, other security threats) etc.
- c. Digital Personal Data Protection Act, 2023 (DPDP Act): Ensure compliance with India's primary data protection legislation and its associated Rules as and when notified.

4.8.3 Data Governance Measures

- a. Data Classification and Handling: Define policies for classifying data based on sensitivity and handling procedures for each category.
- b. Access Control: Implement role-based access controls (RBAC) to ensure only authorized personnel can access sensitive data.
- c. Data Retention and Disposal: Establish clear guidelines for data retention periods and secure disposal methods.

4.8.4 Security Measures

- a. Encryption: Use strong encryption methods (e.g., AES-256) for data at rest and in transit
- b. Network Security: Implement firewalls, intrusion detection/prevention systems (IDS/IPS), and secure communication protocols.
- c. Endpoint Security: Ensure all endpoints are protected with antivirus software, endpoint detection and response (EDR) tools, and regular security updates.

4.8.5 Data Integrity Controls

- a. Data Validation: Implement data validation checks to ensure data accuracy and consistency during entry and transfer.
 - b. Audit Trails: Maintain detailed logs of data access and modifications to track and audit data usage.
 - c. Regular Backups: Schedule regular backups and ensure they are stored securely and tested for integrity.
- 4.8.6 Privacy Enhancing Technologies (PETs)
- a. Anonymization and Pseudonymization: Use techniques to anonymize or pseudonymize personal data to protect individual privacy.
- 4.8.7 Monitoring and Incident Response
- a. Continuous Monitoring: Use tools to continuously monitor data access and usage for any anomalies or unauthorized activities.
 - b. Incident Response Plan: Develop and regularly update an incident response plan to address data breaches and security incidents promptly.
- 4.8.8 Tools for
- a. Data Loss Prevention (DLP): Tools to prevent data breaches.
 - b. Security Information and Event Management (SIEM): Tools for real-time monitoring and analysis of security events

Specific tools to be implemented for DLP and SIEM will be decided in discussion with the Client.

5 OPERATIONS PHASE

5.1 Deliverables

5.1.1 The Consultant shall deliver the following deliverables (the “**Deliverables**”) during the Operations Phase of this Consultancy:

- (a) Maintenance of NDAP;
- (b) Monitoring;
- (c) Software Upgrades; and
- (d) Change Request
- (e) Data Onboarding

5.1.2 The aforesaid Deliverables are briefly described in Paragraphs 5.2 to 5.5 below.

5.2 MAINTENANCE OF NDAP

5.2.1 The Consultant shall provide a schedule for regular maintenance of the portal during the Project period. The Consultant shall ensure that there is no fall in service quality during maintenance. Routine maintenance shall include server upgrades, software upgrades, solution stability monitoring, annual technical support, troubleshooting and addressing the functionality, availability and performance issues.

5.2.2 The Consultant shall discharge the following obligations during the Operations Phase:

- (a) Provide online support based on the timelines defined in the SLA;
- (b) Re-train and update any and all models used in the platform (e.g. natural language processing, user profiling, search suggestion optimization), at least every three months for the duration of the Project;
- (c) ensure necessary infrastructure uptime of the NDAP in accordance with the Consultancy and Service Agreement;
- (d) ensure that the environment is bug and error free, running smoothly, and simultaneously incorporating necessary configuration changes in the software stack;
- (e) implement code change requests made by the Authority in deployed custom coding;
- (f) ensure that all modifications and enhancements suggested by the Authority are duly sized and resolved as per mutually agreed timeframes;
- (g) provide warranty support and up-to-date annual maintenance of components of the NDAP including software;
- (h) stay up-to-date with the production environment and new releases and technology advancements through Original Equipment Manufacturer (OEM) patches;
- (i) track progress and current status as data is added automatically from source Ministry(ies) with live feeds, highlights and updates, along with periodic archiving of old content;
- (j) provide full support and maintenance related to the software coming from third-party Original Equipment Manufacturer (OEM); and
- (k) ensure availability of all dependent systems like ticketing, repository and other related services.

5.3 Monitoring

5.3.1. The Consultant shall monitor the service levels as defined in Annex-8 of the Service & Consultancy Agreement.

5.3.2 The Consultant shall provide monitoring tools to maintain the service levels specified in the Consultancy and Service Agreement for all features mentioned in the 'Features and Functionality' section.

5.3.3 The Consultant shall integrate and capture website analytics to track traffic of users based on multiple filters such as demographics, areas accessed, browser types and time spent on the Platform. Reports on these parameters shall be provided to the Authority on monthly basis.

5.3.4 The solutions provided by the Consultant shall have an integrated management tool to monitor the hardware, OS, software, administration and management.

5.3.5 The Consultant shall monitor the servers for performance utilization measures, response, memory, disk space, bandwidth and uptime.

5.3.6 The Consultant shall document and demonstrate measurement of system performance benchmarks against similar systems.

5.3.7 The Consultant shall monitor network connections, devices, activity, database sizing, system response times, availability, utilization, and memory, and defect tracking.

5.3.8 The Consultant shall provide documentation describing performance utilization measurement capabilities and monitoring capabilities.

5.4 Software Upgrades

5.4.1 The Consultant shall be responsible for all software upgrades, including identification, timing, testing and implementation.

5.4.2 New versions of the technology solution components that are issued by the Consultant during the period of the Agreement shall be implemented by the Consultant as part of the NDAP project within 60 days of release of upgrades at no additional cost to the Authority.

5.5 Change Request

5.5.1 During the Operations phase, the Authority may specify additional new features to be implemented. The Consultant shall provide the man-hour costs for such activity which can be taken up with mutual agreement.

5.6 Data Onboarding

5.6.1 Track any new datasets that may be released by the source Ministry(ies)/ Organisations as identified in Attachment-I of the RFP or any other source as per the priority of the Authority

6. TIME AND PAYMENT SCHEDULE

6.1 Time schedule for important Deliverables (the “Key Dates” or “KD”) of the Consultancy and the payment schedule linked to the specified Deliverables is given below:

Phase	Deliverables / Milestones	Completion Timeline	Payment Schedule (% of fee quoted)
Development Phase			
Initiation & Transition	Project Kick-off (KD0); Finalization of Communication Protocol and Escalation Matrix; Inception Report; Project Plan & WBS(work break down structure) and resource plan	KD0 + 2 weeks	-
Initiation & Transition	Transition Phase from OTSi (Object	KD0 + 6 weeks	5%

	Technology Solutions India Pvt. Ltd)		
System Study & Design (NDAP)	Detailed System Study; Gap Analysis of NDAP; Documentation of Functional & Technical Requirements; SRS Document for enhanced feature; Approval of Design Architecture and system Blue print ; Review of Existing APIs, Datasets, Metadata Standards	KD0 + 12 weeks	10%
Development & Customization (NDAP)	Core Module Development and customization ; Integration of Enhanced Data Ingestion pipelines; Development of Improved Analytical Dashboards and Visualization tools; Implementation of Data Quality and Validation Framework	KD0 + 36 weeks	10%
Testing & UAT	Unit Testing, Integration Testing & UAT Testing; Performance Benchmarking and Optimization; Bug Fixing and final deployment Readiness review	KD0 + 40 weeks	10%
Go-Live (NDAP)	Deployment of NDAP in Production environment; Data Migration; Go-Live Sign-off by Authority	KD0 + 48 weeks	10%
Training & Documentation	Submission of all Documentation & Training Materials; Issues and complain Resolution Within One Month of Go-Live	KD0 + 52 weeks	5%
TOTAL			50%
Operation Phase			

Quarterly Onboarding	Onboarding New Datasets Every Quarter	Quarterly	Refer Clause 6.3
Operations & Maintenance	Completion of Services under Clause 5	KD0 + 312 weeks	Refer Clause 6.3

Note: The Consultant is required to incorporate and submit a status report on the feedback received from the Authority at every delivery milestone.

6.2 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:

Development Phase - 50% (fifty per cent) of Agreement Value (Refer Clause 6.1)
Operations Phase - 50% (fifty per cent) of Agreement Value (Refer Clause 6.3)

6.3 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 50% (fifty 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% of the Agreement Value for the 20 (twenty) quarters of the Operations Phase.

6.4 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.

6.5 The phase wise payment shall be made upon receipt of confirmation of satisfactory delivery, (re-)installation, live running, and service report of Deliverables.

6.6 The Authority shall have the right to add/edit the features listed in Paragraph 2.3 to be designed and developed by the Consultant. If significant additional costs are associated with any additional features, then the man day rates specified in the Agreement shall be used to make additional payments to the Consultant.

6.7 The Additional Costs specified in Annex-V of the Agreement shall be due and payable in addition to the payments specified in Paragraph 6.2.

6.8 The Consultant shall submit a quarterly statement detailing the aggregate number of complex queries (as defined under section 3.3.3) processed during the relevant quarter. Payments shall be released quarterly, subject to verification and certification by the Authority and shall be limited to the cost per query quoted in the Financial Proposal. For the purposes of verification and certification by the Authority, an appropriate user management system shall be installed by the Consultant in consultation with the Authority to enable tracking and monitoring of the usage of the AI engine.

In the event that the actual number of queries exceeds the estimated volume of 24,000 queries per year, the payment for these additional queries beyond the said limit shall be adjusted at the end of the fourth quarter (Q4), shall be made strictly as per actuals, and in accordance with the cost per query quoted in the Financial Proposal.

7. MEETINGS

Regular review meetings with the Consultant shall be conducted at the Authority office on a fortnightly basis. The expenses towards attending such meetings during the period of Consultancy shall be borne by the Consultant. At least one of the Key Personnel shall participate in every such meeting.

8. CONSULTANCY TEAM

8.1 The Consultant shall form a multi-disciplinary team (the “**Consultancy Team**”) for undertaking this assignment. The following Key Personnel whose experience and responsibilities are briefly described herein would be considered for evaluation of the Technical Proposal. Other expertise required shall be included in the Team either through the Key Personnel specified below or through other Professional Personnel, as necessary

(a) Program Chairperson

Educational Qualifications	Master’s in Computer Science / AI / ML, or related quantitative disciplines
Essential Experience	15 years
Job Responsibilities	<ul style="list-style-type: none"> • Provide high-level guidance to research teams on methodology, risks and long-term impact • Steer the project’s strategic direction by shaping priorities, reviewing key decisions, and refining the overall approach
Minimum time required on the Project	He/she will spend at least 15 man-days per month on the project until Go-Live of NDAP and 3 man-days per month thereafter until project closure

(b) Project Director & Team Leader

Educational Qualifications	Master’s in Engineering / Management / Public Policy
Essential Experience	10 years

Job Responsibilities	<ul style="list-style-type: none"> • He/she will lead, co-ordinate and supervise the Project. • He/she will also be the nodal person responsible for dealing with the Authority. • Lead cross-team reviews to drive decisions and maintain delivery velocity. • Manage govt. stakeholder alignment, risks, and dynamic escalations.
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Minimum time required on the Project	He/she will spend at least 15 man-days per month on the project until Go-Live of NDAP and 5 man-days per month thereafter until project closure
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(c) Principal AI Architect

Educational Qualifications	Master’s in Computer Science/ IT/ AI/ ML, or related field
Essential Experience	10 years
Job Responsibilities	<ul style="list-style-type: none"> • Oversee AI system design, integrations, and platform-level architecture decisions. • Monitor scalability, cost, reliability, and drive improvements.
Minimum time required on the Project	He/she will spend at least 15 man-days per month on the project until Go-Live of NDAP and 5 man-days per month thereafter until project closure

(d) Principal program manager

Educational Qualifications	Bachelor’s or Master’s in Engineering/ Management
Essential Experience	7 years
Job Responsibilities	<ul style="list-style-type: none"> • Run PMO governance—track milestones, risks, vendor performance. • Coordinate deployments, UAT, field trials, and compliance.

Minimum time required on the Project	He/she will spend at least 15 man-days per month on the project until Go-Live of NDAP and 5 man-days per month thereafter until project closure
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(e) Principal Product Manager

Educational Qualifications	Bachelor's or Master's in Engineering/ Management
Essential Experience	7 years
Job Responsibilities	<ul style="list-style-type: none"> • Conduct operator discovery and create PRDs. • Review usage/accuracy metrics and coordinate iterative releases.
Minimum time required on the Project	He/she will spend at least 15 man-days per month on the project until Go-Live of NDAP and 5 man-days per month thereafter until project closure

(f) Data Scientist (AI and Analytics)

Educational Qualifications	Bachelor's or Master's in Data Science/ Statistics/ Computer Science, or related field
Essential Experience	3-5 years
Job Responsibilities	<ul style="list-style-type: none"> • Develop and train AI models for multilingual search, natural language query, auto-visualization, and anomaly detection. • Support analytics model development and data-driven insights, refining features and ensuring production grade performance
Minimum time required on the Project	He/she will spend at least 15 man-days per month on the project until Go-Live of NDAP and 5 man-days per month thereafter until project closure

(g) Technical Lead

Educational Qualifications	Bachelor's or Master's in Data Science/ Analytics/ related field
Essential Experience	3-5 years

Job Responsibilities	<ul style="list-style-type: none"> • Architect and implement end-to-end visualisation and self-serve analytics platform • Establish analytical workflows, semantic layers, and dashboard standards
Minimum time required on the Project	He/she will spend at least 15 man-days per month on the project until Go-Live of NDAP and 5 man-days per month thereafter until project closure

(h) Usability Lead

Educational Qualifications	Bachelor's or Master's in UX Design/ Interaction Design, or related field
Essential Experience	3-5 years
Job responsibilities	<ul style="list-style-type: none"> • Drive UX strategy to deliver an intuitive, operator-friendly portal through structured testing and rapid prototyping • Drive and enforce UI/UX patterns and accessibility standards to ensure seamless experience across modules
Minimum time required on the Project	He/she will spend at least 15 man-days per month on the project until Go-Live of NDAP and 5 man-days per month thereafter until project closure

(i) Full Stack Developer (AI Integration)

Educational Qualifications	Bachelor's or Master's in Computer Science, IT, or related field
Essential Experience	3-5 years
Job Responsibilities	<ul style="list-style-type: none"> • Develop and maintain front-end and back-end components for AI interfaces • Ensure seamless user experience and system performance with stable integrations across systems
Minimum time required on the Project	He/she will spend at least 15 man-days per month on the project until Go-Live of NDAP and 5 man-days per month thereafter until project closure

- (b) In addition to the 9 (nine) Key Personnel who would be evaluated, the ‘Professional Personnel’ of the team should also comprise of at least 1 (one) Economist and 1 (one) Statistician who have experience with government datasets (such as reports included in Indicative list at Attachment–I). The Consultant is expected to deploy additional resources required to implement this project within the timelines specified in this RFP. However, these personnel would also not be evaluated.

The tentative profiles include, but are not limited to:

- i. Enterprise Architect
- ii. AI/ML Engineer/Developer
- iii. Data Architect
- iv. Microservice Architect
- v. Network Architect
- vi. Risk and Security Expert
- vii. Database Administrator
- viii. API Developer
- ix. Full Stack Developer
- x. UI/UX Designer
- xi. QA Tester
- xii. Business Intelligence Developer
- xiii. Data Science Expert etc.

- 8.2 The Consultant shall establish a Project Office at a suitable location in the National Capital Region, for efficient and coordinated performance of its Services.

The authorised officials of the Authority may visit the Consultant’s Project Office any time during office hours for inspection and interaction with the Consultant’s Personnel. It is not expected of the Consultant to carry out the operations from the Head/Home Office.

- 8.3 The Consultant shall mobilise and demobilise its Professional Personnel and Support Personnel with the concurrence of the Authority and shall maintain the time sheet/ attendance sheet of the working of all Personnel in the Project Office. These time sheets/ attendance sheets shall be made available to the Authority as and when asked for and a copy of such record shall be submitted to the Authority at the end of each calendar month.

9. REPORTING

- 9.1 The Consultant will work closely with the Authority. The Authority has established a Project Management Unit (the “PMU”) to enable conduct of this assignment. A designated Project Director of the Authority will be responsible for the overall coordination and project development. He will play a coordinating role in dissemination of the Consultant’s outputs, facilitating discussions, and ensuring required reactions and responses to the Consultant.

- 9.2 The Consultant may prepare Issue Papers highlighting issues that could become

critical for the timely completion of the Project and that require attention from the Authority.

- 9.3 The Consultant will make a presentation on the Inception Report for discussion with the PMU at a meeting. This will be a working document. The Consultant is required to prepare and submit a monthly report that includes and describes, *inter alia*, general progress to date; data and reports obtained and reviewed, conclusions to date, if any; concerns about availability of, or access to, data, analyses, reports; questions regarding the TOR or any other matters regarding work scope and related issues; and so on. The Consultants' work on the TOR tasks should continue while the report is under consideration and is being discussed.
- 9.4 Regular communication with the PMU and the Project Director is required in addition to all key communications. This may take the form of telephone/teleconferencing, emails, faxes, and occasional meetings.
- 9.5 The Deliverables will be submitted as per schedule provided in this RFP.

10. DATA TO BE MADE AVAILABLE BY THE AUTHORITY

The Authority shall provide the following to the Consultant:

- (a) Link to API's from where data needs to be fetched.
- (b) List of priority sector reports for domains like agriculture, HRD, Healthcare and Finance, which may be changed by the Authority from time to time.
- (c) Link and names of portals from where data need to be fetched by writing code.
- (d) Existing data in machine readable format that can be directly ingested.
- (e) Names of various indicators for which data needs to be collected.
- (f) LGD (Local Government Directory) Codes for locations across India.

11. COMPLETION OF SERVICES

- 11.1 All the outputs including primary data shall be compiled, classified and submitted by the Consultant to the Authority in soft form apart from the reports indicated in the Deliverables. The outputs shall remain the property of the Authority and shall not be used for any purpose other than that intended under these Terms of Reference without the permission of the Authority. The Consultancy shall stand completed on (a) acceptance by the Authority of all the Deliverables of the Consultant and completion of all Services or (b) 312 (three hundred and twelve) weeks from the Effective Date, whichever is earlier. The Authority shall issue a certificate to that effect. The Consultancy shall in any case be deemed to be completed upon expiry of 6 (six) years from the Effective Date, unless extended by mutual consent of the Authority and the Consultant.

Attachment-I**Indicative List of Reports**

Associated Ministries/Departments/affiliated bodies	Details of Key Reports/Databases/Surveys	Frequency
Agriculture		
Department of Agriculture & Farmers' Welfare	<ol style="list-style-type: none"> 1. Agricultural Situation in India Report 2. Agricultural Statistics at a Glance Report 3. Horticultural Statistics at a Glance Report 4. State of Indian Agriculture Report 5. Annual Report 6. Horticulture Information Service Statistics 7. Facts & Figures (Indian F & V) Report 8. Agriculture Census in India Report 9. Agricultural Prices in India Report 10. Land Use Statistics at a Glance Report 11. Farm Harvest Prices of Principal Crops in India Report 12. Reports of CACP and Cost of Cultivation of Principal Crops in India 13. District-wise Area & Production of Principal Crops in India 14. Agricultural Wages in India Report 15. Rabi / Kharif Sowing Progress Reports 	<p>Annually</p> <p>Monthly</p> <p>Annually</p> <p>Annually</p> <p>Annually</p> <p>Daily/Weekly/ Monthly/Annually</p> <p>Monthly</p> <p>Once in Five Years</p> <p>Annually</p> <p>Annually</p> <p>Annually</p> <p>Annually</p> <p>Annually</p> <p>Annually</p> <p>Annually</p> <p>Weekly</p>
Department of Animal Husbandry, Dairying & Fisheries	<ol style="list-style-type: none"> 1. Livestock Census Report 2. Basic Animal Husbandry & Fisheries Statistics Report 3. Annual Report 	<p>Once in Five Years</p> <p>Annually</p> <p>Annually</p>
Department of Agricultural Research & Education	<ol style="list-style-type: none"> 1. Indian Journal of Animal Sciences 2. Indian Journal of Agricultural Sciences 3. ICAR Data-book 4. Annual Report of ICAR/DARE 	<p>Annually</p> <p>Annually</p> <p>Annually</p> <p>Annually</p>

Agricultural and Processed Food Products Export Development Authority	<ol style="list-style-type: none"> 1. APEDA Annual Book 2. MPEDA Monthly Publication 3. Annual Report 	<p>Annually</p> <p>Monthly</p> <p>Annually</p>

Finance		
Ministry of Finance	<ol style="list-style-type: none"> 1. Union Budget 2. Union Budget Documents (Receipts, Expenditure, FRBM targets) 	<p>Annually</p> <p>Annually</p>
Department of Expenditure	<ol style="list-style-type: none"> 1. Outcome Budget 2. Report on Pay and Allowances 	<p>Annually</p> <p>Annually</p>
Department of Revenue	<ol style="list-style-type: none"> 1. Details on expenditure statements 2. Daily Customs Revenue Report 3. GST Collections Dashboard 	<p>Annually</p> <p>Daily Updated</p> <p>Monthly</p>
Department of Financial Services	<ol style="list-style-type: none"> 1. Progress Reports of Pradhan Mantri Jan Dhan Yojana 2. Annual Report of Pradhan Mantri Mudra Yojana 3. Financial Stability and Banking Indicators 	<p>Monthly</p> <p>Annually</p> <p>Annually</p>
Department of Economic Affairs	<ol style="list-style-type: none"> 1. Economic Survey 2. Public Finance Statistics Report 3. National Summary Data Page (period not mentioned) 4. Public Debt Management report and statistics 5. External Debt Report 6. Debt statistics 7. Outcome Budget 8. Central Government Borrowings Report 9. Overseas Direct Investments Report 10. Monthly Economic Report 	<p>Annually</p> <p>Annually</p> <p>Period not mentioned</p> <p>Quarterly</p> <p>Bi-annually</p> <p>Annually</p> <p>Annually</p> <p>Quarterly</p> <p>Monthly</p> <p>Monthly</p>

Reserve Bank of India	1. RBI's database on Indian economy	Weekly/monthly/ quarterly/Annually
	2. Report on Trend and Progress in Banking in India	Annually
	3. Financial Stability Report	Bi-annually
	4. Monetary Policy Report	Bi-annually
	5. Foreign Exchange Reserves Report	Bi-annually
	6. Legal News and Views Report	Quarterly
	7. Macroeconomic and Monetary Developments Report	Quarterly
	8. Occasional Papers	Quarterly
	9. Quarterly Statistics on Deposits and Credit of Scheduled Commercial Banks Report	Quarterly
	10. Survey of Professional Forecasters - Results	Quarterly
	11. Quarterly Order Books, Inventories and Capacity Utilisation Survey	Quarterly
	12. Quarterly Industrial Outlook Survey	Quarterly
	13. Consumer Confidence Survey	Quarterly
	14. Variation to Foreign Exchange Reserves in India Report	Quarterly
	15. Inflation Expectations Survey of Households Report	Quarterly
	16. Survey of Professional Forecasters	Quarterly
	17. Monetary and Credit Information Review	Bi-monthly
	18. Weekly Statistical Supplement	Monthly
	19. RBI Press Releases (Policy rates, liquidity updates, sectoral data)	Weekly
	20. Daily Money Market Operations (Liquidity absorption/injection data)	Monthly Daily

Securities & Exchange Board of India	1. SEBI's handbook of statistics	Annually
	2. SEBI's handbook of statistics on Indian Securities Market	Annually
	3. SEBI's data related to Alternate Investment Funds, Corporate Bonds, Venture Capital Funds, Foreign Capital Investors, Assets managed by portfolio managers, corporate filings	Annually
	4. Annual Report	Annually
Controller General of Accounts (CGA)	Union Government Accounts	Monthly

State Finance Departments	State Budgets & Accounts	Annually
Health		
Department of Health and Family Welfare	<ol style="list-style-type: none"> 1. National Family Health Survey 2. Rural Health Statistics Report 3. National health accounts 4. Annual Reports of NVBDCP /NCDC 5. Drugs Survey Report 6. Health Sector Financing report 7. Annual Reports 8. Outcome Budget 9. HMIS Database 	<p>Once in 3 years</p> <p>Annually</p> <p>Annually</p> <p>Annually</p> <p>Biennially</p> <p>Annually</p> <p>Annually</p> <p>Annually</p> <p>Annually</p>
Department of Health Research	<ol style="list-style-type: none"> 1. Annual Reports 2. Outcome Budget 	<p>Annually</p> <p>Annually</p>
Indian Council of Medical Research	<ol style="list-style-type: none"> 1. ICMR Publications and Annual Reports 	Annually
Integrated Disease Surveillance Program	<ol style="list-style-type: none"> 1. Annual Report 	Annually
Central Bureau of Health Intelligence	<ol style="list-style-type: none"> 1. National Health Profile 	Annually
Census India	<ol style="list-style-type: none"> 1. SRS Statistical Profile 	Annually
Ministry of Statistics and Programme Implementation	<ol style="list-style-type: none"> 1. National Sample Survey – Health Round 	As determined by the Authority
Autonomous medical institutes and bodies	<ol style="list-style-type: none"> 1. Annual Reports 	Annually
Human Resource Development		
School Education and Literacy (Department and Autonomous bodies)	<ol style="list-style-type: none"> 1. Educational Statistics at a Glance 2. NAS data from NCERT 3. Annual Reports by Kendriya Vidyalayas, NVS 4. Shaalakosh Annual Report 5. SSA Annual Report 6. DIKSHA Annual Report 7. Outcome Budget 	<p>Annually</p> <p>Biennially</p> <p>Annually</p> <p>Annually</p> <p>Annually</p> <p>Annually</p> <p>Annually</p>
Higher Education	<ol style="list-style-type: none"> 1. All India Survey on Higher Education 2. Swayam Annual Report from AICTE 3. Annual Reports of Autonomous bodies and 	<p>Annually</p> <p>Annually</p> <p>Annually</p>
	<ol style="list-style-type: none"> Institutions 4. Outcome Budget 	Annually

U-DISE	<ol style="list-style-type: none"> 1. Student Data Capture report 2. State-wise, District wise Report Cards 3. Analytical Reports 4. Flash Statistics Report 5. Elementary Education in Rural and Urban India Report 	<p>Annually</p> <p>Annually</p> <p>Annually</p> <p>Annually</p> <p>Annually</p>
National Institutional Ranking Framework	<ol style="list-style-type: none"> 1. Ranking Reports 	Annually
Others		
Ministry of Defence	Defence Expenditure & Exports Data	Annually
DPIIT	<ol style="list-style-type: none"> 1. FDI Statistics 2. 8 Core Industries Data 	<p>Quarterly</p> <p>Monthly</p>
NSDL	FPI Statistics (Equity, Debt inflows)	Monthly
IRDAI	Insurance Sector Statistics	Monthly
PFRDA	Pension Fund Data	Monthly
Ministry of Commerce	<ol style="list-style-type: none"> 1. Bulletin on Foreign Trade / Export-Import Statistics 2. Merchandise Trade Data Portal (EIDB/MEIDB) 	Monthly
Ministry of Petroleum	<ol style="list-style-type: none"> 1. Indian Basket Crude Oil Prices (FOB) 2. Indian Basket Crude Oil Price 	<p>Daily</p> <p>Daily</p>
Ministry of Statistics and Programme Implementation	<ol style="list-style-type: none"> 1. National Accounts Statistics (GDP, GVA, Sectoral Growth, Macro Aggregates, etc.) 2. Agricultural Statistics (Production, Yield) 3. Index of Industrial Production (IIP) 4. Periodic Labour Force Survey (PLFS) 	<p>Monthly</p> <p>Annually</p> <p>Monthly</p> <p>Quarterly</p>
Tractor and Mechanization Association (TMA)	Domestic Tractor Sales Data	Monthly
Department of Fertilisers (MoC&F)	Fertiliser Sales and Availability Data	Monthly
IMD	Rainfall Statistics (Monsoon Reports)	Daily
FCI / DoCA	Foodgrain Procurement Data	Monthly
Ministry of Steel / JPC	Steel Consumption and Production Statistics	Monthly
SIAM	Domestic Auto Sales Data	Monthly

Vahan / MoRTH	Vehicle Registration Data	Monthly
CEA (Ministry of Power)	1. Power Generation / Consumption Statistics 2. Weekly Power Consumption Data	Weekly Weekly
DGCA	Domestic Air Passenger & Cargo Traffic	Monthly
MoRTH / Indian Railways	Rail Freight Traffic Statistics	Monthly
MoPSW	Port Traffic Data	Monthly
NPCI	UPI Digital Payments Data	Daily
GSTN	Volume of E-Way Bills Generated	Monthly
EPFO	Payroll Data (New Subscribers, Net Additions)	Monthly
Labour Bureau	Rural Wage Data	Monthly
MSDE (Skill Development Ministry)	Skill Development Scheme Data (PMKVY, NAPS)	Quarterly
MoRD	MGNREGA Dashboard Data	Daily
UPI / NPCI / GSTN / CEA	Composite High-Frequency Economic Activity Indicators	Monthly
Global		
IMF / World Bank / OECD	WEO, World Development Indicators, OECD Economic Outlook	Annually
Economic Policy Uncertainty Database	1. Global and India-specific Policy Uncertainty Index 2. Global Index Data	Monthly Monthly
World Bank Poverty and Inequality Platform	Country Poverty & Inequality Data	Annually
Bank for International Settlements (BIS)	Cross-border Banking Data	Quarterly
UNCTAD	1. UNCTAD Stat, World Investment Report 2. Sustainable Investment Reports	Annually Annually
WITS / UN Comtrade	Global Trade Database	Annually
OECD CAD Database	Current Account and BoP Data	Quarterly
LBMA	Precious Metal Prices (Gold, Silver)	Daily

Kiel Trade Indicator	Forward-looking Global Trade Projections	Monthly
WTO	Tariff Profiles & Trade Policy Reviews	Annually
MAP.org	1. Multilateral Aid and Project Data 2. Multilateral Aid & Assistance Tracker	Annually Annually
S&P Global	1. PMI Manufacturing Index 2. PMI Services Index	Monthly Monthly
ILO	ILOStat Employment Indicators	Annually
World Bank	Poverty and Inequality Platform	Annually
ADB	India Country Partnership & Financing Reports	Annual
Global Trade Alert Database	Policy Intervention Tracker	Monthly
Unstructured datasets from PIB reports, parliamentary questions and their official responses, ministry annual reports, ministry publications and any other reports to be added subsequently on NDAP as per the directions of the Authority.		

SCHEDULE-2
(See Clause 2.1.3)

CONSULTANCY AND SERVICE AGREEMENT

FOR

DEVELOPMENT AND OPERATION OF

NATIONAL DATA AND ANALYTICS PLATFORM PROJECT

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AGREEMENT

for Development and Operation of National Data and Analytics Platform (NDAP)

This AGREEMENT (hereinafter called the “**Agreement**”) is made on the day of the month of..... 20..., between, on the one hand, the President of India acting through the Chief Executive Officer, NITI Aayog (hereinafter called the “**Authority**” which expression shall include their respective successors and permitted assigns, unless the context otherwise requires) and, on the other hand, (hereinafter called the “**Consultant**” which expression shall include their respective successors and permitted assigns).

WHEREAS

- (A) The Authority vide its Request for Proposal for Development and operation of National Data and Analytics Platform Project (hereinafter called the “**Consultancy**”) for the NDAP Project (hereinafter called the “**Project**”);
- (B) the Consultant submitted its proposals for the aforesaid work, whereby the Consultant represented to the Authority that it had the required professional skills, and in the said proposals the Consultant also agreed to provide the Services to the Authority on the terms and conditions as set forth in the RFP and this Agreement; and
- (C) the Authority, on acceptance of the aforesaid proposals of the Consultant, awarded the Consultancy to the Consultant vide its Letter of Award dated (the “**LOA**”); and
- (D) in pursuance of the LOA, the parties have agreed to enter into this Agreement.

NOW, THEREFORE, the parties hereto hereby agree as follows:

1. GENERAL

1.1 Definitions and Interpretation

1.1.1 The words and expressions beginning with capital letters and defined in this Agreement shall, unless the context otherwise requires, have the meaning hereinafter respectively assigned to them:

- (a) “**Additional Costs**” shall have the meaning set forth in Clause 6.1.2;
- (b) “**Agreement**” means this Agreement, together with all the Annexes;
- (c) “**Agreement Value**” shall have the meaning set forth in Clause 6.1.2;
- (d) “**Applicable Laws**” means the laws and any other instruments having the force of law in India as they may be issued and in force from time to time;
- (e) “**Confidential Information**” shall have the meaning set forth in Clause 3.3;

- (f) “**Conflict of Interest**” shall have the meaning set forth in Clause 3.2 read with the provisions of RFP;
- (g) “**Dispute**” shall have the meaning set forth in Clause 9.2.1;
- (h) “**Effective Date**” means the date on which this Agreement comes into force and effect pursuant to Clause 2.1;
- (i) “**Expatriate Personnel**” means such persons who at the time of being so hired had their domicile outside India;
- (j) “**Government**” means the Government of..... ;
- (k) “**INR, Re. or Rs.**” means Indian Rupees;
- (l) “**Member**”, in case the Consultant consists of a joint venture or consortium of more than one entity, means any of these entities, and “**Members**” means all of these entities;
- (m) “**Party**” means the Authority or the Consultant, as the case may be, and Parties means both of them;
- (n) “**Personnel**” means persons hired by the Consultant or by any Sub Consultant as employees and assigned to the performance of the Services or any part thereof;
- (o) “**Resident Personnel**” means such persons who at the time of being so hired had their domicile inside India;
- (p) “**RFP**” means the Request for Proposal document in response to which the Consultant’s proposal for providing Services was accepted;
- (q) “**Services**” means the work to be performed by the Consultant pursuant to this Agreement, as described in the Terms of Reference hereto;
- (r) “**Service Level**” shall have the meaning set forth in Paragraph 1.1 of Annex-8 of this Agreement;
- (s) “**SLA**” shall have the meaning set forth in Paragraph 1.1 of Annex-8 of this Agreement;
- (t) “**Sub-Consultant**” means any entity to which the Consultant subcontracts any part of the Services in accordance with the provisions of Clause 4.7; and
- (u) “**Third Party**” means any person or entity other than the Government, the Authority, the Consultant or a Sub-Consultant.

All terms and words not defined herein shall, unless the context otherwise requires, have the meaning assigned to them in the RFP.

1.1.2 The following documents along with all addenda issued thereto shall be deemed to form and be read and construed as integral parts of this Agreement and in case of any contradiction between or among them the priority in which a document would prevail over another would be as laid down below beginning from the highest priority to the lowest priority:

- (a) Agreement;
- (b) Annexes of Agreement;
- (c) RFP; and
- (d) Letter of Award.

1.2 Relation between the Parties

Nothing contained herein shall be construed as establishing a relation of master and servant or of agent and principal as between the Authority and the Consultant. The Consultant shall, subject to this Agreement, have complete charge of Personnel performing the Services and shall be fully responsible for the Services performed by them or on their behalf hereunder.

1.3 Rights and obligations

The mutual rights and obligations of the Authority and the Consultant shall be as set forth in the Agreement, in particular:

- (a) the Consultant shall carry out the Services in accordance with the provisions of the Agreement; and
- (b) the Authority shall make payments to the Consultant in accordance with the provisions of the Agreement.

1.4 Governing law and jurisdiction

This Agreement shall be construed and interpreted in accordance with and governed by the laws of India, and the courts in the State in which the Authority has its headquarters shall have exclusive jurisdiction over matters arising out of or relating to this Agreement.

1.5 Language

All notices required to be given by one Party to the other Party and all other communications, documentation and proceedings which are in any way relevant to this Agreement shall be in writing and in English language.

1.6 Table of contents and headings

The table of contents, headings or sub-headings in this Agreement are for convenience of reference only and shall not be used in, and shall not affect, the construction or interpretation of this Agreement.

1.7 Notices

Any notice or other communication to be given by any Party to the other Party under or in connection with the matters contemplated by this Agreement shall be in writing and shall:

- (a) in the case of the Consultant, be given by e-mail and by letter delivered by hand to the address given and marked for attention of the Consultant's Representative set out below in Clause 1.10 or to such other person as the Consultant may from time to time designate by notice to the Authority; provided that notices or other communications to be given to an address outside the city specified in Sub-clause (b) below may, if they are subsequently confirmed by sending a copy thereof by registered acknowledgement due, air mail or by courier, be sent by e-mail to the number as the Consultant may from time to time specify by notice to the Authority;
- (b) in the case of the Authority, be given by e-mail and by letter delivered by hand and be addressed to the Authority with a copy delivered to the Authority Representative set out below in Clause 1.10 or to such other person as the Authority may from time to time designate by notice to the Consultant; provided that if the Consultant does not have an office in the same city as the Authority's office, it may send such notice by e-mail and by registered acknowledgement due, air mail or by courier; and
- (c) any notice or communication by a Party to the other Party, given in accordance herewith, shall be deemed to have been delivered when in the normal course of post it ought to have been delivered and in all other cases, it shall be deemed to have been delivered on the actual date and time of delivery; provided that in the case of e-mail, it shall be deemed to have been delivered on the working days following the date of its delivery.

1.8 Location

The Services shall be performed in accordance with the provisions of RFP and at such locations as are incidental thereto, including the offices of the Authority and the Consultant.

1.9 Authority of Member-in-charge

In case the Consultant consists of a consortium of more than one entity, the Parties agree that the Lead Member shall act on behalf of the Members in exercising all the Consultant's rights and obligations towards the Authority under this Agreement, including without limitation the receiving of instructions and payments from the Authority.

1.10 Authorised Representatives

1.10.1 Any action required or permitted to be taken, and any document required or permitted to be executed, under this Agreement by the Authority or the Consultant, as the case may be, may be taken or executed by the officials specified in this Clause 1.10.

1.10.2 The Authority may, from time to time, designate one of its officials as the Authority Representative. Unless otherwise notified, the Authority Representative shall be:

.....

.....

Tel:

Mobile:

Email:

1.10.3 The Consultant may designate one of its employees as Consultant’s Representative. Unless otherwise notified, the Consultant’s Representative shall be:

.....

.....

Tel:

Mobile:

Email:

1.11 Taxes and duties

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.

2. COMMENCEMENT, COMPLETION AND TERMINATION OF AGREEMENT

2.1 Effectiveness of Agreement

This Agreement shall come into force and effect on the date of this Agreement (the “Effective Date”).

2.2 Commencement of Services

The Consultant shall commence the Services within a period of 7 (seven) days from the Effective Date, unless otherwise agreed by the Parties.

2.3 Termination of Agreement for failure to commence Services

If the Consultant does not commence the Services within the period specified in Clause 2.2 above, the Authority may, by not less than 2 (two) weeks' notice to the Consultant, declare this Agreement to be null and void, and in the event of such a declaration, the Bid Security of the Consultant shall stand forfeited.

2.4 Expiry of Agreement

Unless terminated earlier pursuant to Clauses 2.3 or 2.9 hereof, this Agreement shall, unless extended by the Parties by mutual consent, expire upon the earlier of (i) expiry of a period of 90 (ninety) days after the delivery of the final deliverable to the Authority during the Operations Period; and (ii) the expiry of 6 (six) years from the Effective Date. Upon Termination, the Authority shall make payments of all amounts due to the Consultant hereunder.

2.5 Entire Agreement

2.5.1 This Agreement and the Annexes together constitute a complete and exclusive statement of the terms of the agreement between the Parties on the subject hereof, and no amendment or modification hereto shall be valid and effective unless such modification or amendment is agreed to in writing by the Parties and duly executed by persons especially empowered in this behalf by the respective Parties. All prior written or oral understandings, offers or other communications of every kind pertaining to this Agreement are abrogated and withdrawn; provided, however, that the obligations of the Consultant arising out of the provisions of the RFP shall continue to subsist and shall be deemed to form part of this Agreement.

2.5.2 Without prejudice to the generality of the provisions of Clause 2.5.1, on matters not covered by this Agreement, the provisions of RFP shall apply.

2.6 Modification of Agreement

Modification of the terms and conditions of this Agreement, including any modification of the scope of the Services, may only be made by written agreement between the Parties. Pursuant to Clauses 4.2.3 and 6.1.3 hereof, however, each Party shall give due consideration to any proposals for modification made by the other Party.

2.7 Force Majeure

2.7.1 Definition

(a) For the purposes of this Agreement, "**Force Majeure**" means an event which is beyond the reasonable control of a Party, and which makes a Party's performance of its obligations hereunder impossible or so impractical as reasonably to be considered impossible in the circumstances, and includes, but is not limited to, war, riots, civil disorder, earthquake, fire, explosion, storm, flood or other adverse weather conditions, strikes, lockouts or other

industrial action (except where such strikes, lockouts or other industrial action are within the power of the Party invoking Force Majeure to prevent), confiscation or any other action by government agencies.

- (b) Force Majeure shall not include (i) any event which is caused by the negligence or intentional action of a Party or such Party's Sub-Consultant or agents or employees, nor (ii) any event which a diligent Party could reasonably have been expected to both (A) take into account at the time of the conclusion of this Agreement, and (B) avoid or overcome in the carrying out of its obligations hereunder.
- (c) Force Majeure shall not include insufficiency of funds or failure to make any payment required hereunder.

2.7.2 No breach of Agreement

The failure of a Party to fulfil any of its obligations hereunder shall not be considered to be a breach of, or default under, this Agreement insofar as such inability arises from an event of Force Majeure, provided that the Party affected by such an event has taken all reasonable precautions, due care and reasonable alternative measures, all with the objective of carrying out the terms and conditions of this Agreement.

2.7.3 Measures to be taken

- (a) A Party affected by an event of Force Majeure shall take all reasonable measures to remove such Party's inability to fulfil its obligations hereunder with a minimum of delay.
- (b) A Party affected by an event of Force Majeure shall notify the other Party of such event as soon as possible, and in any event not later than 14 (fourteen) days following the occurrence of such event, providing evidence of the nature and cause of such event, and shall similarly give notice of the restoration of normal conditions as soon as possible.
- (c) The Parties shall take all reasonable measures to minimise the consequences of any event of Force Majeure.

2.7.4 Extension of time

Any period within which a Party shall, pursuant to this Agreement, 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.

2.7.5 Payments

During the period of its inability to perform the Services as a result of an event of Force Majeure, the Consultant shall be entitled to be reimbursed for additional costs reasonably and necessarily incurred by it during such period for the purposes of the Services and in reactivating the Services after the end of such period.

2.7.6 Consultation

Not later than 30 (thirty) days after the Consultant has, as the result of an event of Force Majeure, become unable to perform a material portion of the Services, the Parties shall consult with each other with a view to agreeing on appropriate measures to be taken in the circumstances.

2.8 Suspension of Agreement

The Authority may, by written notice of suspension to the Consultant, suspend all payments to the Consultant hereunder if the Consultant shall be in breach of this Agreement or shall fail to perform any of its obligations under this Agreement, including the carrying out of the Services; provided that such notice of suspension (i) shall specify the nature of the breach or failure, and (ii) shall provide an opportunity to the Consultant to remedy such breach or failure within a period not exceeding 30 (thirty) days after receipt by the Consultant of such notice of suspension.

2.9 Termination of Agreement

2.9.1 By the Authority

The Authority may, by not less than 30 (thirty) days' written notice of termination to the Consultant, such notice to be given after the occurrence of any of the events specified in this Clause 2.9.1, terminate this Agreement if:

- (a) the Consultant fails to remedy any breach hereof or any failure in the performance of its obligations hereunder, as specified in a notice of suspension pursuant to Clause 2.8 hereinabove, within 30 (thirty) days of receipt of such notice of suspension or within such further period as the Authority may have subsequently granted in writing;
- (b) the Consultant becomes insolvent or bankrupt or enters into any agreement with its creditors for relief of debt or take advantage of any law for the benefit of debtors or goes into liquidation or receivership whether compulsory or voluntary;
- (c) the Consultant fails to comply with any final decision reached as a result of arbitration proceedings pursuant to Clause 9 hereof;
- (d) the Consultant submits to the Authority a statement which has a material effect on the rights, obligations or interests of the Authority and which the Consultant knows to be false;
- (e) any document, information, data or statement submitted by the Consultant in its Proposals, based on which the Consultant was considered eligible or successful, is found to be false, incorrect or misleading;

- (f) as the result of Force Majeure, the Consultant is unable to perform a material portion of the Services for a period of not less than 60 (sixty) days; or
- (g) the Authority, in its sole discretion and for any reason whatsoever, decides to terminate this Agreement.

2.9.2 By the Consultant

The Consultant may, by not less than 30 (thirty) days' written notice to the Authority, such notice to be given after the occurrence of any of the events specified in this Clause 2.9.2, terminate this Agreement if:

- (a) the Authority fails to pay any money due to the Consultant pursuant to this Agreement and not subject to dispute pursuant to Clause 9 hereof within 45 (forty five) days after receiving written notice from the Consultant that such payment is overdue;
- (b) the Authority is in material breach of its obligations pursuant to this Agreement and has not remedied the same within 45 (forty five) days (or such longer period as the Consultant may have subsequently granted in writing) following the receipt by the Authority of the Consultant's notice specifying such breach;
- (c) as the result of Force Majeure, the Consultant is unable to perform a material portion of the Services for a period of not less than 60 (sixty) days; or
- (d) the Authority fails to comply with any final decision reached as a result of arbitration pursuant to Clause 9 hereof.

2.9.3 Cessation of rights and obligations

Upon termination of this Agreement pursuant to Clauses 2.3 or 2.9 hereof, or upon expiration of this Agreement pursuant to Clause 2.4 hereof, all rights and obligations of the Parties hereunder shall cease, except (i) such rights and obligations as may have accrued on the date of termination or expiration, or which expressly survive such Termination; (ii) the obligation of confidentiality set forth in Clause 3.3 hereof; (iii) the Consultant's obligation to permit inspection, copying and auditing of such of its accounts and records set forth in Clause 3.6, as relate to the Consultant's Services provided under this Agreement; and (iv) any right or remedy which a Party may have under this Agreement or the Applicable Law.

2.9.4 Cessation of Services

Upon termination of this Agreement by notice of either Party to the other pursuant to Clauses 2.9.1 or 2.9.2 hereof, the Consultant shall, immediately upon dispatch or receipt of such notice, take all necessary steps to bring the Services to a close in a prompt and orderly manner and shall make every reasonable effort to keep expenditures for this purpose to a minimum. With respect to documents prepared by

the Consultant and equipment and materials furnished by the Authority, the Consultant shall proceed as provided respectively by Clauses 3.9 or 3.10 hereof.

2.9.5 Payment upon Termination

Upon termination of this Agreement pursuant to Clauses 2.9.1 or 2.9.2 hereof, the Authority shall make the following payments to the Consultant (after offsetting against these payments any amount that may be due from the Consultant to the Authority):

- (i) remuneration pursuant to Clause 6 hereof for Services satisfactorily performed prior to the date of termination;
- (ii) reimbursable expenditures pursuant to Clause 6 hereof for expenditures actually incurred prior to the date of termination; and
- (iii) except in the case of termination pursuant to sub-clauses (a) through (e) of Clause 2.9.1 hereof, reimbursement of any reasonable cost incidental to the prompt and orderly termination of the Agreement including the cost of the return travel of the Consultant's personnel.

2.9.6 Disputes about Events of Termination

If either Party disputes whether an event specified in Clause 2.9.1 or in Clause 2.9.2 hereof has occurred, such Party may, within 30 (thirty) days after receipt of notice of termination from the other Party, refer the matter to arbitration pursuant to Clause 9 hereof, and this Agreement shall not be terminated on account of such event except in accordance with the terms of any resulting arbitral award.

2.10 Transfer of rights and interest

2.10.1 Prior to or upon Termination, as the case may be, the Consultant shall comply with and conform to the following transfer requirements (the “**Transfer Requirements**”):

- (a) notify to the Authority forthwith the particulars of all NDAP assets;
- (b) deliver forthwith the actual or constructive possession of the NDAP Portal to the Authority or its nominee;
- (c) develop and prepare a transition plan, including risk mitigating measures, in consultation with the Authority, for smooth transition on Termination;
- (d) deliver and transfer all Consultancy Documents specified in Clause 3.9.1, including relevant Portal documentation, Training Document and Training Videos, System Architecture, Database design, Source Code, Taxonomy and meta-data information, Analytical models and their documentation (Natural Language, Information Extraction, etc.), related username and passwords to the system, Maintenance Schedule, Intellectual Property and other licences

pertaining to the NDAP, including all programmes and manuals pertaining thereto, as on the Transfer Date. For the avoidance of doubt, the Consultant represents and warrants that the Intellectual Property delivered hereunder shall be adequate and complete for the operation and maintenance of the NDAP and shall be assigned to the Authority free of any Encumbrance, accompanied by a license in perpetuity to use/ sublicense the tools developed by the Consultant, at no cost or fee. Provided, however, that the Consultant may retain the right to use tools for which the Intellectual Property is transferred hereunder;

- (e) transfer and/or deliver all Applicable Permits and licenses to the extent permissible under Applicable Laws;
- (f) provide technical assistance and shadow support to the Authority to facilitate data transition (include the migration of user addresses, user credentials, saved messages, all inbound messages, and any other processes necessary to carry out complete knowledge transfer) to the Authority or its nominee;
- (g) execute such deeds of conveyance, documents and other writings as the Authority may reasonably require for conveying, transferring and assigning all the rights, title and interest of the Consultant in the NDAP, absolutely unto the Authority or its nominee; and
- (h) comply with all other requirements as may be prescribed or required under Applicable Laws for completing the transfer and assignment of all rights, title and interest of the Consultant in the NDAP, free from all Encumbrances, absolutely unto the Authority or to its nominee, as the case may be, so as to ensure that the Authority or its nominee, has exclusive access to and control of the NDAP data in a format that is reasonably acceptable and without any additional cost to the Authority.

2.10.2 Subject to the exercise by the Authority of its rights under this Agreement to perform or procure the performance by a third party of any of the obligations of the Consultant, the Parties shall continue to perform their obligations under this Agreement, notwithstanding the issuance of any Termination Notice, until the Termination of this Agreement becomes effective in accordance with its terms.

2.10.3 Cooperation and assistance on transfer of NDAP

2.10.3.1 The Parties shall cooperate on a best effort basis and take all necessary measures, in good faith, to achieve a smooth transfer of the NDAP in accordance with the provisions of this Agreement so as to ensure and procure the continuity, safety and security of NDAP.

2.10.3.2 The Parties shall provide to each other, 6 (six) months prior to the Transfer Date in the event of Termination by efflux of time and immediately in the event of either Party conveying to the other Party its intent to issue a Termination Notice, as the case may be, as much information and advice as is reasonably practicable regarding

the proposed arrangements for operation of the NDAP following the Transfer Date. The Consultant shall further provide such reasonable advice and assistance as the Authority, its consultants or agents may reasonably require for operation of the NDAP until the expiry of 6 (six) months after the Transfer Date.

2.10.4 Transfer Certificate

The transfer of all rights, title and interest in the NDAP shall be deemed to be complete on the date when all of the Transfer Requirements have been fulfilled, and the Authority shall, without unreasonable delay, thereupon issue a certificate (the “**Transfer Certificate**”), which will have the effect of constituting evidence of transfer by the Consultant of all of its rights, title and interest in the NDAP, and their vesting in the Authority pursuant hereto. It is expressly agreed that any defect or deficiency in the Transfer Requirements shall not in any manner be construed or interpreted as restricting the exercise of any rights by the Authority or its nominee on, or in respect of, the NDAP on the footing that all Transfer Requirements have been complied with by the Consultant.

2.10.5 Transfer costs etc.

2.10.5.1 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.

2.10.5.2 In the event of any Dispute relating to matters covered by and under the Transfer Requirements, the procedure specified in Clause 9 shall apply.

3. OBLIGATIONS OF THE CONSULTANT

3.1 General

3.1.1 Standards of Performance

The Consultant shall perform the Services and carry out its 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 and effective equipment, machinery, materials and methods. The Consultant shall always act, in respect of any matter relating to this Agreement or to the Services, as a faithful adviser to the Authority, and shall at all times support and safeguard the Authority's legitimate interests in any dealings with Sub-Consultants or Third Parties.

3.1.2 Terms of Reference

The scope of services to be performed by the Consultant is specified in the Terms of Reference (the “**TOR**”) at Annex-1 of this Agreement. The Consultant shall

provide the Deliverables specified therein in conformity with the time schedule stated therein.

3.1.3 Service Levels

The Consultant shall ensure and procure that its Services conform with the parameters and levels of service specified in the Service Level Agreement (the “SLA”) at Annex-8 hereof and expressly agrees that in the event of any shortfall, it shall pay the Damages specified therein to the Authority.

3.1.4 Applicable Laws

The Consultant shall perform the Services in accordance with the Applicable Laws and shall take all practicable steps to ensure that any Sub-Consultant, as well as the Personnel and agents of the Consultant and any Sub-Consultant, comply with the Applicable Laws.

3.2 Conflict of Interest

3.2.1 The Consultant shall not have a Conflict of Interest and any breach hereof shall constitute a breach of the Agreement.

3.2.2 Consultant and Affiliates not to be otherwise interested in the Project

The Consultant agrees that, during the term of this Agreement and after its termination, the Consultant or any Associate thereof and any entity affiliated with the Consultant, as well as any Sub-Consultant and any entity affiliated with such Sub-Consultant, shall be disqualified from providing goods, works, services, loans or equity for any project resulting from or closely related to the Services and any breach of this obligation shall amount to a Conflict of Interest; provided that the restriction herein shall not apply after a period of six years from the completion of this assignment or to consulting assignments granted by banks/ lenders at any time; provided further that this restriction shall not apply to consultancy/ advisory services provided to the Authority in continuation of this Consultancy or to any subsequent consultancy/ advisory services provided to the Authority in accordance with the rules of the Authority. For the avoidance of doubt, an entity affiliated with the Consultant shall include a partner in the Consultant’s firm or a person who holds more than 5% (five per cent) of the subscribed and paid up share capital of the Consultant, as the case may be, and any Associate thereof.

3.2.3 Prohibition of conflicting activities

Neither the Consultant nor its Sub-Consultant nor the Personnel of either of them shall engage, either directly or indirectly, in any of the following activities:

- (a) during the term of this Agreement, any business or professional activities which would conflict with the activities assigned to them under this Agreement;

- (b) after the termination of this Agreement, such other activities as may be specified in the Agreement; or
- (c) at any time, such other activities as have been specified in the RFP as Conflict of Interest.

3.2.4 Consultant not to benefit from commissions, discounts, etc.

The remuneration of the Consultant pursuant to Clause 6 hereof shall constitute the Consultant's sole remuneration in connection with this Agreement or the Services and the Consultant shall not accept for its own benefit any trade commission, discount or similar payment in connection with activities pursuant to this Agreement or to the Services or in the discharge of its obligations hereunder, and the Consultant shall use its best efforts to ensure that any Sub-Consultant, as well as the Personnel and agents of either of them, similarly shall not receive any such additional remuneration.

3.2.5 The Consultant and its Personnel shall observe the highest standards of ethics and shall not have engaged in and shall not hereafter engage in any corrupt practice, fraudulent practice, coercive practice, undesirable practice or restrictive practice (collectively the "**Prohibited Practices**"). Notwithstanding anything to the contrary contained in this Agreement, the Authority shall be entitled to terminate this Agreement forthwith by a communication in writing to the Consultant, without being liable in any manner whatsoever to the Consultant, if it determines that the Consultant has, directly or indirectly or through an agent, engaged in any Prohibited Practices in the Selection Process or before or after entering into of this Agreement. In such an event, the Authority shall forfeit and appropriate the performance security, if any, as mutually agreed genuine pre-estimated compensation and damages payable to the Authority towards, *inter alia*, the time, cost and effort of the Authority, without prejudice to the Authority's any other rights or remedy hereunder or in law.

3.2.6 Without prejudice to the rights of the Authority under Clause 3.2.5 above and the other rights and remedies which the Authority may have under this Agreement, if the Consultant is found by the Authority to have directly or indirectly or through an agent, engaged or indulged in any Prohibited Practices, during the Selection Process or before or after the execution of this Agreement, the Consultant shall not be eligible to participate in any tender or RFP issued during a period of 2 (two) years from the date the Consultant is found by the Authority to have directly or indirectly or through an agent, engaged or indulged in any Prohibited Practices.

3.2.7 For the purposes of Clauses 3.2.5 and 3.2.6, the following terms shall have the meaning hereinafter respectively assigned to them:

- (a) "**corrupt practice**" means (i) the offering, giving, receiving or soliciting, directly or indirectly, of anything of value to influence the actions of any person connected with the Selection Process (for removal of doubt, offering of employment or employing or engaging in any manner whatsoever,

directly or indirectly, any official of the Authority who is or has been associated in any manner, directly or indirectly with Selection Process or LOA or dealing with matters concerning the Agreement 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 Authority, shall be deemed to constitute influencing the actions of a person connected with the Selection Process); or (ii) engaging in any manner whatsoever, whether during the Selection Process or after the issue of LOA 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 LOA or the Agreement, who at any time has been or is a legal, financial or technical adviser the Authority in relation to any matter concerning the Project;

- (b) **“fraudulent practice”** means a misrepresentation or omission of facts or suppression of facts or disclosure of incomplete facts, in order to influence the Selection Process;
- (c) **“coercive practice”** means impairing or harming, or threatening to impair or harm, directly or indirectly, any person or property to influence any person’s participation or action in the Selection Process or the exercise of its rights or performance of its obligations by the Authority under this Agreement;
- (d) **“undesirable practice”** means (i) establishing contact with any person connected with or employed or engaged by the Authority 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
- (e) **“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.

3.3 Confidentiality

The Consultant, its Sub-Consultants and the Personnel of either of them shall not, either during the term or within two years after the expiration or termination of this Agreement disclose any proprietary information, including information relating to reports, data, drawings, design software or other material, whether written or oral, in electronic or magnetic format, and the contents thereof; and any reports, digests or summaries created or derived from any of the foregoing that is provided by the Authority to the Consultant, its Sub-Consultants and the Personnel; any information provided by or relating to the Authority, its technology, technical processes, business affairs or finances or any information relating to the Authority’s employees, officers or other professionals or suppliers, customers, or contractors of the Authority; and any other information which the Consultant is under an obligation to keep confidential in relation to the Project, the Services or this Agreement ("**Confidential Information**"), without the prior written consent of the Authority.

Notwithstanding the aforesaid, the Consultant, its Sub-Consultants and the Personnel of either of them may disclose Confidential Information to the extent that such Confidential Information:

- (i) was in the public domain prior to its delivery to the Consultant, its Sub-Consultants and the Personnel of either of them or becomes a part of the public knowledge from a source other than the Consultant, its Sub-Consultants and the Personnel of either of them;
- (ii) was obtained from a third party with no known duty to maintain its confidentiality;
- (iii) is required to be disclosed by Applicable Laws or judicial or administrative or arbitral process or by any governmental instrumentalities, provided that for any such disclosure, the Consultant, its Sub-Consultants and the Personnel of either of them shall give the Authority, prompt written notice, and use reasonable efforts to ensure that such disclosure is accorded confidential treatment; and
- (iv) is provided to the professional advisers, agents, auditors or representatives of the Consultant or its Sub-Consultants or Personnel of either of them, as is reasonable under the circumstances; provided, however, that the Consultant or its Sub-Consultants or Personnel of either of them, as the case may be, shall require their professional advisers, agents, auditors or its representatives, to undertake in writing to keep such Confidential Information, confidential and shall use its best efforts to ensure compliance with such undertaking.

3.4 Liability of the Consultant

- 3.4.1 The Consultant's liability under this Agreement shall be determined by the Applicable Laws and the provisions hereof.
- 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 aggregate liability of the Consultant to the Authority for and in respect of any and all breaches by the Consultant as specified in Clause 3.14 (a) (iv), together with the liability as specified in this Clause 3.4 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 (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.

3.4.4 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, to a limit equal to the Agreement Value.

3.5 Insurance to be taken out by the Consultant

3.5.1 (a) The Consultant shall, for the duration of this Agreement, take out and maintain, and shall cause any Sub-Consultant to take out and maintain, at its (or the Sub-Consultant's, as the case may be) own cost, but on terms and conditions approved by the Authority, insurance against the risks, and for the coverages, as specified in the Agreement and in accordance with good industry practice.

(b) Within 15 (fifteen) days of receiving any insurance policy certificate in respect of insurances required to be obtained and maintained under this clause, the Consultant shall furnish to the Authority, copies of such policy certificates, copies of the insurance policies and evidence that the insurance premia have been paid in respect of such insurance. No insurance shall be cancelled, modified or allowed to expire or lapse during the term of this Agreement.

(c) If the Consultant fails to effect and keep in force the aforesaid insurances for which it is responsible pursuant hereto, the Authority shall, apart from having other recourse available under this Agreement, have the option, without prejudice to the obligations of the Consultant, to take out the aforesaid insurance, to keep in force any such insurances, and pay such premia and recover the costs thereof from the Consultant, and the Consultant shall be liable to pay such amounts on demand by the Authority.

(d) Except in case of Third Party liabilities, the insurance policies so procured shall mention the Authority as the beneficiary of the Consultant and the Consultant shall procure an undertaking from the insurance company to this effect; provided that in the event the Consultant has a general insurance policy that covers the risks specified in this Agreement and the amount of insurance cover is equivalent to the Agreement Value, such insurance policy may not mention the Authority as the sole beneficiary of the Consultant or require an undertaking to that effect.

3.5.2 The Parties agree that the risks and coverages shall include but not be limited to the following:

- (a) Third Party liability insurance as required under Applicable Laws, with a minimum coverage of Rs. 2 (two) crore;
- (b) employer's liability and workers' compensation insurance in respect of the Personnel of the Consultant and of any Sub-Consultant, in accordance with Applicable Laws; and
- (c) professional liability insurance for an amount no less than the Agreement Value.

The indemnity limit in terms of "Any One Accident" (AOA) and "Aggregate limit on the policy period" (AOP) should not be less than the amount stated in Clause 6.1.2 of the Agreement. In case of consortium, the policy should be in the name of Lead Member and not in the name of individual Members of the consortium.

3.6 Accounting, inspection and auditing

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, and the basis thereof (including the basis of the Consultant's costs and charges); and
- (b) submit the above accounts to the Authority or its designated representative periodically, and up to one year from the expiration or termination of this Agreement, to enable the Authority to have them audited by auditors appointed by the Authority.

3.7 Consultant's actions requiring the Authority's prior approval

The Consultant shall obtain the Authority's prior approval in writing before taking any of the following actions:

- (a) appointing such members of the Professional Personnel as are not listed in Annex-2.
- (b) entering into a subcontract for the performance of any part of the Services, it being understood (i) that the selection of the Sub-Consultant and the terms and conditions of the subcontract shall have been approved in writing by the Authority prior to the execution of the subcontract, and (ii) that the Consultant shall remain fully liable for the performance of the Services by the Sub-Consultant and its Personnel pursuant to this Agreement; or
- (c) any other action that is specified in this Agreement.

3.8 Reporting obligations

The Consultant shall submit to the Authority the reports and documents specified in the Agreement, in the form, in the numbers and within the time periods set forth therein.

3.9 Documents prepared by the Consultant to be property of the Authority

- 3.9.1 All plans, drawings, specifications, designs, reports and other documents (collectively referred to as “**Consultancy Documents**”) prepared by the Consultant (or by the Sub-Consultants or any Third Party) in performing the Services shall become and remain the property of the Authority, and all intellectual property rights in such Consultancy Documents shall vest with the Authority. Any Consultancy Document, of which the ownership or the intellectual property rights do not vest with the Authority under law, shall automatically stand assigned to the Authority as and when such Consultancy Document is created and the Consultant agrees to execute all papers and to perform such other acts as the Authority may deem necessary to secure its rights herein assigned by the Consultant.
- 3.9.2 The Consultant shall, not later than termination or expiration of this Agreement, deliver all Consultancy Documents to the Authority, together with a detailed inventory thereof. The Consultant may retain a copy of such Consultancy Documents. The Consultant, its Sub-Consultants or a Third Party shall not use these Consultancy Documents for purposes unrelated to this Agreement without the prior written approval of the Authority.
- 3.9.3 The Consultant shall hold the Authority harmless and indemnified for any losses, claims, damages, expenses (including all legal expenses), awards, penalties or injuries (collectively referred to as ‘Claims’) which may arise from or due to any unauthorised use of such Consultancy Documents, or due to any breach or failure on part of the Consultant or its Sub-Consultants or a Third Party to perform any of its duties or obligations in relation to securing the aforementioned rights of the Authority.
- 3.9.4 The Consultant shall provide perpetual, irrevocable and unlimited user license to the Authority for any and all use of the data and software comprising the Web Portal and for creating Analytics and other functions over the data available on the website.

3.10 Equipment and materials furnished by the Authority

Equipment and materials made available to the Consultant by the Authority shall be the property of the Authority and shall be marked accordingly. Upon termination or expiration of this Agreement, the Consultant shall furnish forthwith to the Authority, an inventory of such equipment and materials and shall dispose of such equipment and materials in accordance with the instructions of the Authority. While in possession of such equipment and materials, the Consultant shall, unless otherwise instructed by the Authority in writing, insure them in an amount equal to their full replacement value.

3.11 Providing access to Project Office and Personnel

The Consultant shall ensure that the Authority, and officials of the Authority having authority from the Authority, are provided unrestricted access to the Project Office and to all Personnel during office hours. The Authority's official, who has been authorised by the Authority in this behalf, shall have the right to inspect the Services in progress, interact with Personnel of the Consultant and verify the records relating to the Services for his satisfaction.

3.12. Accuracy of Documents

The Consultant shall be responsible for accuracy of the data collected by it directly or procured from other agencies/authorities, the designs, drawings, estimates and all other details prepared by it as part of these services. Subject to the provisions of Clause 3.4, it shall indemnify the Authority against any inaccuracy in its work which might surface during implementation of the Project, if such inaccuracy is the result of any negligence or inadequate due diligence on part of the Consultant or arises out of its failure to conform to good industry practice. The Consultant shall also be responsible for promptly correcting, at its own cost and risk, the drawings including any re-survey / investigations.

3.13 Intellectual property

- (a) The Consultant shall, at its own cost, ensure that it has all necessary rights (including licences) in and to the intellectual property subsisting in the drawings, designs, softwares and all other Deliverables forming part of the NDAP and all matters, things or processes (including documentation, drawings and software) used or to be used by or on behalf of the Consultant in connection with the Consultancy and/or this Agreement. The Consultant shall not incorporate any materials, technology or any item or thing that involves the use of intellectual property rights or proprietary rights that the Consultant does not have the right to use or license to the Authority or that may result in claims or suits against the Authority or the Consultant arising out of claims of infringement of any intellectual property rights or other proprietary rights.
- (b) The Consultant shall perform all acts necessary to obtain and continue to have all necessary licenses, approvals, consents of third parties free from any encumbrances and all necessary technology, hardware and software to enable it to perform the Consultancy and all its obligations under this Agreement. If license agreements are necessary or appropriate between the Consultant and third parties for purposes of enabling, enforcing or implementing the provisions hereinabove, the Consultant shall be under an obligation to enter into such agreements at its own sole cost, expense and risk.

3.14 Indemnity

- (a) The Consultant shall indemnify, save, hold harmless and defend the Authority and its officers, servants, employees and agents promptly upon demand and at its expense, any time and from time to time, from and against any and all suits, proceedings, actions, demands, losses, claims, damages, liabilities, costs (including reasonable attorney's fees and disbursements) and expenses (collectively, "**Losses**") to which the Authority may become subject, insofar as such Losses arise out of, in any way relate to, arise or result from
- (i) claims by third Parties that the Consultancy or any equipment, software, information, methods of operation or other intellectual property (or the access, use or other rights thereto) used, created etc. by the Consultant pursuant to this Agreement or incorporated in or related to the Consultancy infringes any intellectual property right of any third party. In addition to the foregoing indemnity obligations, if any of the Deliverables is or likely to be held to be infringing, the Consultant shall at its expense and option either (i) procure the right for the Authority to continue using it, (ii) replace it with a non-infringing equivalent, or (iii) modify it to make it non-infringing, and the Consultant agrees and confirms that any such action shall not constitute a change of scope under this Agreement.
 - (ii) any compensation/ claim or proceeding by any third party against the Authority arising out of any act, deed or omission by the Consultant;
 - (iii) claim filed by a workman or employee engaged by the Consultant for carrying out work related to this Agreement;
 - (iv) any breach by the Consultant of any of its obligations under this Agreement or from any negligence under the Agreement, including any errors or deficiencies in the design documents, or tort or on any other ground whatsoever;
 - (v) failure of the Consultant to comply with Applicable Laws and applicable permits;
 - (vi) payment of taxes required to be made by the Consultant in respect of the income or other taxes of its employees and representatives; or
 - (vii) non-payment of amounts due as a result of goods, materials or Consultancy furnished to the Consultant which are payable by the Consultant.
- (b) The Consultant shall keep the Authority and its officers, servants and agents indemnified from and against all suits, proceedings, actions, demands, losses, claims, damages, compensation, litigation etc. including attorney's fees and damages on account of bodily injury, death or damage to tangible

personal property arising in favour or any person, corporation or other entity (including the Authority) attributable to the Consultant's performance or non-performance under this Agreement or Consultant's negligence, wilful default, lack of due care or breach of terms of this Agreement or failure to comply with Applicable Laws.

- (c) The Consultant's obligation to indemnify under this Clause 3.14 shall be limited to an amount not exceeding the Agreement Value.

4. CONSULTANT'S PERSONNEL AND SUB-CONSULTANTS

4.1 General

The Consultant shall employ and provide such qualified and experienced Personnel as may be required to carry out the Services.

4.2 Deployment of Personnel

4.2.1 The designations, names and the estimated periods of engagement in carrying out the Services by each of the Consultant's Personnel are described in Annex-2 of this Agreement. The estimate of Personnel costs and man day rates are specified in Annex-3 of this Agreement.

4.2.2 Adjustments with respect to the estimated periods of engagement of Personnel set forth in the aforementioned Annex-3 may be made by the Consultant after written consent of the Authority, provided that: (i) such adjustments shall not alter the originally estimated period of engagement of any individual by more than 20% (twenty per cent) or one week, whichever is greater, and (ii) the aggregate of such adjustments shall not cause payments under the Agreement to exceed the Agreement Value set forth in Clause 6.1.2 of this Agreement. Any other adjustments shall only be made with the written approval of the Authority.

4.2.3 If additional work is required beyond the scope of the Services specified in the Terms of Reference, the estimated periods of engagement of Personnel, set forth in the Annexes of the Agreement may be increased by agreement in writing between the Authority and the Consultant, provided that any such increase shall not, except as otherwise agreed, cause payments under this Agreement to exceed the Agreement Value set forth in Clause 6.1.2.

4.3 Approval of Personnel

4.3.1 The Professional Personnel listed in Annex-2 of the Agreement are hereby approved by the Authority. No other Professional Personnel shall be engaged without prior approval of the Authority.

4.3.2 If the Consultant hereafter proposes to engage any person as Professional Personnel, it shall submit to the Authority its proposal along with a CV of such person in the form provided at Appendix-I (Form-12) of the RFP. The Authority may approve or reject such proposal within 14 (fourteen) days of receipt thereof. In case the proposal

is rejected, the Consultant may propose an alternative person for the Authority's consideration. In the event the Authority does not reject a proposal within 14 (fourteen) days of the date of receipt thereof under this Clause 4.3, it shall be deemed to have been approved by the Authority.

4.4 Substitution of Key Personnel

The Authority expects all the Key Personnel specified in the Proposal to be available during implementation of the Agreement. The Authority will not consider any substitution of Key Personnel except under compelling circumstances beyond the control of the Consultant and the concerned Key Personnel. Such substitution shall be limited to not more than two Key Personnel subject to equally or better qualified and experienced personnel being provided to the satisfaction of the Authority. Without prejudice to the foregoing, substitution of one Key Personnel shall be permitted subject to reduction of remuneration equal to 15% (fifteen per cent) of the total remuneration specified for the Key Personnel who is proposed to be substituted. In case of a second or third substitution, such reduction shall be equal to 30% (thirty per cent) of the total remuneration specified for the Key Personnel who is proposed to be substituted. Provided, however, that for and in respect of any such substitution during the Operations Phase, the aforesaid deduction shall be reduced to one half thereof.

4.5 Working hours, overtime, leave, etc.

The Personnel shall not be entitled to be paid for overtime nor to take paid sick leave or vacation leave except as specified in the Agreement, and the Consultant's remuneration shall be deemed to cover these items. All leave to be allowed to the Personnel is excluded from the man days of service set forth in Annex-2. Any taking of leave by any Personnel for a period exceeding 7 (seven) days shall be subject to the prior approval of the Authority, and the Consultant shall ensure that any absence on leave will not delay the progress and quality of the Services.

4.6 Project Manager

The person designated as the Project Director & Team Leader of the Consultant's Personnel shall be responsible for the coordinated, timely and efficient functioning of the Personnel. In addition, the Consultant shall designate a suitable person as Project Manager (the "**Project Manager**") who shall be responsible for day to day performance of the Services.

4.7 Sub-Consultants

Sub-Consultants listed in Annex-4 of this Agreement are hereby approved by the Authority. The Consultant may, with prior written approval of the Authority, engage additional Sub-Consultants or substitute an existing Sub-Consultant. The hiring of Personnel by the Sub-Consultants shall be subject to the same conditions as applicable to Personnel of the Consultant under this Clause 4.

5. OBLIGATIONS OF THE AUTHORITY

5.1 Assistance in clearances etc.

Unless otherwise specified in the Agreement, the Authority shall make best efforts to ensure that the Government shall:

- (a) provide the Consultant, its Sub-Consultants and Personnel with work permits and such other documents as may be necessary to enable the Consultant, its Sub-Consultants or Personnel to perform the Services;
- (b) facilitate prompt clearance through customs of any property required for the Services; and
- (c) 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.

5.2 Access to land and property

The Authority warrants that the Consultant shall have, free of charge, unimpeded access to the site of the project in respect of which access is required for the performance of Services; provided that if such access shall not be made available to the Consultant as and when so required, the Parties shall agree on (i) the time extension, as may be appropriate, for the performance of Services, and (ii) the additional payments, if any, to be made to the Consultant as a result thereof pursuant to Clause 6.1.3.

5.3 Change in Applicable Law

If, after the date of this Agreement, there is any change in the Applicable Laws with respect to taxes and duties which increases or decreases the cost or reimbursable expenses incurred by the Consultant in performing the Services, by an amount exceeding 2% (two per cent) of the Agreement Value specified in Clause 6.1.2, then the remuneration and reimbursable expenses otherwise payable to the Consultant under this Agreement shall be increased or decreased accordingly by agreement between the Parties hereto, and corresponding adjustments shall be made to the aforesaid Agreement Value.

5.4 Payment

In consideration of the Services performed by the Consultant under this Agreement, the Authority shall make to the Consultant such payments and in such manner as is provided in Clause 6 of this Agreement.

6. PAYMENT TO THE CONSULTANT

6.1 Cost estimates and Agreement Value

- 6.1.1 An abstract of the cost of the Services payable to the Consultant is set forth in Annex-5 of the Agreement.

- 6.1.2 Except as may be otherwise agreed under Clause 2.6 and subject to the provisions of Clause 6.1.3, the payments under this Agreement shall not exceed the agreement value specified herein (the “**Agreement Value**”). The Parties agree that the Agreement Value is Rs. (Rupees.), which does not include the Additional Costs specified in Annex-5 (the “**Additional Costs**”).
- 6.1.3 Notwithstanding anything to the contrary contained in Clause 6.1.2, if pursuant to the provisions of this Agreement, the Parties agree that additional payments shall be made to the Consultant in order to cover any additional expenditures not envisaged in the cost estimates referred to in Clause 6.1.1 above, the Agreement Value set forth in Clause 6.1.2 above shall be increased by the amount or amounts, as the case may be, of any such additional payments.

6.2 Currency of payment

All payments shall be made in Indian Rupees. The Consultant shall be free to convert Rupees into any foreign currency as per Applicable Laws.

6.3 Mode of billing and payment

Billing and payments in respect of the Services shall be made as follows:-

- (a) A Mobilisation Advance for an amount upto 10% (ten per cent) of the Agreement Value shall be paid to the Consultant on request and against a Bank Guarantee from a Scheduled Bank in India in an amount equal to such advance, such Bank Guarantee to remain effective until the advance payment has been fully set off as provided herein. The advance outstanding shall attract simple interest @ 9% (nine per cent) per annum and shall be adjusted in six equal instalments from the first six stage payments due and payable to the Consultant, and the accrued interest shall be recovered from the seventh instalment due and payable thereafter.
- (b) The Consultant shall be paid for its services as per the Payment Schedule at Annex-6 of this Agreement, subject to the Consultant fulfilling the following conditions:
- (i) No payment shall be due for the next stage till the Consultant completes, to the satisfaction of the Authority, the work pertaining to the preceding stage.
- (ii) The Authority shall pay to the Consultant, only the undisputed amount.
- (c) The Authority shall cause the payment due to the Consultant to be made within 30 (thirty) days after the receipt by the Authority of duly completed bills with necessary particulars (the “**Due Date**”). Interest at the rate of 10% (ten per cent) per annum shall become payable as from the Due Date on any amount due by, but not paid on or before, such Due Date.

- (d) The final payment under this Clause shall be made only after the final report and a final statement, identified as such, shall have been submitted by the Consultant and approved as satisfactory by the Authority. The Services shall be deemed completed and finally accepted by the Authority and the final deliverable shall be deemed approved by the Authority as satisfactory upon expiry of 90 (ninety) days after receipt of the final deliverable by the Authority unless the Authority, within such 90 (ninety) day period, gives written notice to the Consultant specifying in detail, the deficiencies in the Services. The Consultant shall thereupon promptly make any necessary corrections and/or additions, and upon completion of such corrections or additions, the foregoing process shall be repeated. The Authority shall make the final payment upon acceptance or deemed acceptance of the final deliverable by the Authority.
- (e) Any amount which the Authority has paid or caused to be paid in excess of the amounts actually payable in accordance with the provisions of this Agreement shall be reimbursed by the Consultant to the Authority within 30 (thirty) days after receipt by the Consultant of notice thereof. Any such claim by the Authority for reimbursement must be made within 1 (one) year after receipt by the Authority of a final report in accordance with Clause 6.3 (d). Any delay by the Consultant in reimbursement by the due date shall attract simple interest @ 10% (ten per cent) per annum.
- (f) All payments under this Agreement shall be made to the account of the Consultant as may be notified to the Authority by the Consultant.

7. LIQUIDATED DAMAGES AND PENALTIES

7.1 Performance Security

- 7.1.1 The Authority shall retain by way of performance security (the “**Performance Security**”), 5% (five per cent) of all the amounts due and payable to the Consultant, to be appropriated against breach of this Agreement or for recovery of liquidated damages as specified in Clause 7.2. The balance remaining out of the Performance Security shall be returned to the Consultant at the end of 3 (three) months after the expiry of this Agreement pursuant to Clause 2.4 hereof. For the avoidance of doubt, the Parties hereto expressly agree that in addition to appropriation of the amounts withheld hereunder, in the event of any default requiring the appropriation of further amounts comprising the Performance Security, the Authority may make deductions from any subsequent payments due and payable to the Consultant hereunder, as if it is appropriating the Performance Security in accordance with the provisions of this Agreement.
- 7.1.2 The Consultant may, in lieu of retention of the amounts as referred to in Clause 7.1.1 above, furnish a Bank Guarantee substantially in the form specified at Annex-7 of this Agreement.

7.2 Liquidated Damages

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) of the Agreement Value.

7.2.2 Liquidated Damages for delay

In case of delay in completion of Services, liquidated damages not exceeding an amount equal to 0.2% (zero point two per cent) of the Agreement Value per day, subject to a maximum of 10% (ten per cent) of the Agreement Value will be imposed and shall be recovered by appropriation from the Performance Security or otherwise. However, in case of delay due to reasons beyond the control of the Consultant, suitable extension of time shall be granted.

7.2.3 Encashment and appropriation of Performance Security

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.

7.3 Damages for shortfalls in Service Levels

In addition to the Damages and penalties as specified in Clause 7.2, the Consultant shall also be liable for payment of Damages for shortfall in Service Levels as specified in the SLA at Annex-8 hereof.

7.4 Penalty for deficiency in Services

In addition to the liquidated damages not amounting to penalty, as specified in Clause 7.2, warning may be issued to the Consultant for minor deficiencies on its part. In the case of significant deficiencies in Services causing adverse effect on the Project or on the reputation of the Authority, other penal action including debarring for a specified period may also be initiated as per policy of the Authority.

8. FAIRNESS AND GOOD FAITH

8.1 Good Faith

The Parties undertake to act in good faith with respect to each other's rights under this Agreement and to adopt all reasonable measures to ensure the realisation of the objectives of this Agreement.

8.2 Operation of the Agreement

The Parties recognise that it is impractical in this Agreement to provide for every contingency which may arise during the life of the Agreement, and the Parties hereby agree that it is their intention that this Agreement shall operate fairly as between them, and without detriment to the interest of either of them, and that, if during the term of this Agreement either Party believes that this Agreement is operating unfairly, the Parties will use their best efforts to agree on such action as may be necessary to remove the cause or causes of such unfairness, but failure to agree on any action pursuant to this Clause shall not give rise to a dispute subject to arbitration in accordance with Clause 9 hereof.

9. SETTLEMENT OF DISPUTES

9.1 Amicable settlement

The Parties shall use their best efforts to settle amicably all disputes arising out of or in connection with this Agreement or the interpretation thereof.

9.2 Dispute resolution

9.2.1 Any dispute, difference or controversy of whatever nature howsoever arising under or out of or in relation to this Agreement (including its interpretation) between the Parties, and so notified in writing by either Party to the other Party (the “**Dispute**”) shall, in the first instance, be attempted to be resolved amicably in accordance with the conciliation procedure set forth in Clause 9.3.

9.2.2 The Parties agree to use their best efforts for resolving all Disputes arising under or in respect of this Agreement promptly, equitably and in good faith, and further agree to provide each other with reasonable access during normal business hours to all non-privileged records, information and data pertaining to any Dispute.

9.3 Conciliation

In the event of any Dispute between the Parties, either Party may call upon Secretary, Department and the Chairman of the Board of Directors of the Consultant or a substitute thereof for amicable settlement, and upon such reference, the said persons shall meet no later than 10 (ten) days from the date of reference to discuss and attempt to amicably resolve the Dispute. If such meeting does not take place within the 10 (ten) day period or the Dispute is not amicably settled within 15 (fifteen) days of the meeting or the Dispute is not resolved as evidenced by the signing of written terms of settlement within 30 (thirty) days of the notice in writing referred to in Clause 9.2.1 or such longer period as may be mutually agreed by the Parties, either Party may refer the Dispute to arbitration in accordance with the provisions of Clause 9.4.

9.4 Arbitration

- 9.4.1 Any Dispute which is not resolved amicably by conciliation, as provided in Clause 9.3, shall be finally decided by reference to arbitration by an Arbitral Tribunal appointed in accordance with Clause 9.4.2. Such arbitration shall be held in accordance with the Rules of Arbitration of the International Centre for Alternative Dispute Resolution, New Delhi (the “**Rules**”), or such other rules as may be mutually agreed by the Parties, and shall be subject to the provisions of the Arbitration and Conciliation Act,1996. The place of such arbitration shall be the capital of the State where the Authority has its headquarters and the language of arbitration proceedings shall be English.
- 9.4.2 There shall be an Arbitral Tribunal of three arbitrators, of whom each Party shall select one, and the third arbitrator shall be appointed by the two arbitrators so selected, and in the event of disagreement between the two arbitrators, the appointment shall be made in accordance with the Rules.
- 9.4.3 The arbitrators shall make a reasoned award (the “**Award**”). Any Award made in any arbitration held pursuant to this Clause 9 shall be final and binding on the Parties as from the date it is made, and the Consultant and the Authority agree and undertake to carry out such Award without delay.
- 9.4.4 The Consultant and the Authority agree that an Award may be enforced against the Consultant and/or the Authority, as the case may be, and their respective assets wherever situated.
- 9.4.5 This Agreement and the rights and obligations of the Parties shall remain in full force and effect, pending the Award in any arbitration proceedings hereunder.

IN WITNESS WHEREOF, the Parties hereto have caused this Agreement to be signed in their respective names as of the day and year first above written.

SIGNED, SEALED AND DELIVERED

SIGNED, SEALED AND DELIVERED

For and on behalf of

For and on behalf of

Consultant:

Authority

(Signature)

(Signature)

(Name)

(Name)

(Designation)

(Designation)

(Address)

(Address)

In the presence of:

1.

2.

Annex-1

Terms of Reference

(Refer Clause 3.1.2)

(Reproduce Schedule-1 of RFP)

Annex-2

Deployment of Personnel

(Refer Clause 4.2)

(Reproduce as per Form-13 of Appendix-I)

Annex-3

Estimate of Personnel Costs

(Refer Clause 4.2)

(Reproduce as per Form-3 of Appendix-II)

Annex-4

Approved Sub-Consultant(s)

(Refer Clause 4.7)

(Reproduce as per Form-14 of Appendix-I)

Annex-5

Cost of Services

(Refer Clause 6.1)

(Reproduce as per Form-2 of Appendix-II)

Annex-6

Payment Schedule*(Refer Clause 6.3)*

Phase	Deliverables / Milestones	Completion Timeline	Payment Schedule (% of fee quoted)
Development Phase			
Initiation & Transition	Project Kick-off (KD0); Finalization of Communication Protocol and Escalation Matrix; Inception Report; Project Plan & WBS(work break down structure) and resource plan	KD0 + 2 weeks	-
Initiation & Transition	Transition Phase from OTSi (Object Technology Solutions India Pvt. Ltd)	KD0 + 6 weeks	5%
System Study & Design (NDAP)	Detailed System Study; Gap Analysis of NDAP; Documentation of Functional & Technical Requirements; SRS Document for enhanced feature; Approval of Design Architecture and system Blue print ; Review of Existing APIs, Datasets, Metadata Standards	KD0 + 12 weeks	10%
Development & Customization (NDAP)	Core Module Development and customization ; Integration of Enhanced Data Ingestion pipelines; Development of Improved Analytical Dashboards and Visualization tools; Implementation of Data Quality and Validation	KD0 + 36 weeks	10%

	Framework		
Testing & UAT	Unit Testing, Integration Testing & UAT Testing; Performance Benchmarking and Optimization; Bug Fixing and final deployment Readiness review	KD0 + 40 weeks	10%
Go-Live (NDAP)	Deployment of NDAP in Production environment; Data Migration; Go-Live Sign-off by Authority	KD0 + 48 weeks	10%
Training & Documentation	Submission of all Documentation & Training Materials; Issues and complain Resolution Within One Month of Go-Live	KD0 + 52 weeks	5%
TOTAL			50%
Operation Phase			
Quarterly Onboarding	Onboarding New Datasets Every Quarter	Quarterly	Refer Clause 6.3
Operations & Maintenance	Completion of Services under Clause 5	KD0 + 312 weeks	Refer Clause 6.3

Notes:

1. The above payments shall be made to the Consultant provided that the payments to be made at any time shall not exceed the amount certified by the Consultant in its Statement of Expenses.
2. The total payment to be made for and in respect of the Development Phase shall be equal to 50% (fifty per cent) of the Agreement Value.
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 50% (fifty 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% of the Agreement Value for the 20 (twenty) quarters of the Operations Phase.
4. The Additional Costs specified in Annex-V of the Agreement shall be due and payable in addition to the payments specified in Paragraph 5.2.
5. The Consultant shall submit a quarterly statement detailing the aggregate number of complex queries (as defined under section 3.3.3) processed during the relevant quarter. Payments shall be released on a quarterly basis, subject to verification and certification by the Authority and shall be limited to the cost per query quoted in the Financial Proposal. For the purposes of verification and certification by the Authority, an appropriate user management system shall be installed by the Consultant in consultation with the Authority to enable tracking and monitoring of the usage of the AI engine. In the event that the actual number of queries exceeds the estimated volume of 24,000 queries per year, the payment for these additional queries beyond the said limit shall be adjusted at the end of the fourth quarter (Q4), shall be made strictly as per actuals, and in accordance with the cost per query quoted in the Financial Proposal.

6. Final payment of 15% (fifteen per cent) of Agreement Value shall be released upon completion of all Services in their entirety, as specified at Project Closure of the above schedule of payments.
7. Mobilisation Advance upto 10% (ten per cent) of the total Agreement Value shall be paid on request against Bank Guarantee of a Scheduled Bank. This shall attract 9% (nine per cent) simple interest per annum and shall be adjusted against the first 6 (six) bills in six equal instalments and the accrued interest will be recovered from the 7th (seventh) bill.

Annex- 7

Form of Bank Guarantee towards Bid Security

Bank Guarantee No.
Date.....

To :

[Employer's Name and Address]

Dear Sirs,

In accordance with Invitation for Bids under your Bid Document No....., M/s(***)having its Registered/Head Office athereafter called the 'Bidder') wish to participate in the said bid for *[Name of Package]*.....

As an irrevocable bank guarantee against Bid Security for an amount of(*).....valid fordays from.....(**)..... required to be submitted by the Bidder as a condition precedent for participation in the said bid which amount is liable to be forfeited on the happening of any contingencies mentioned in the Bidding Documents.

We, the*[Name & address of the Bank]*.....having our Head Office at.....(#).....guarantee and undertake to pay immediately on demand by.....*[Name of the Employer]* (hereinafter called the 'Employer').....the amount of(*)..... without any reservation, protest, demand and recourse. Any such demand made by the 'Employer' shall be conclusive and binding on us irrespective of any dispute or difference raised by the Bidder.

This Guarantee shall be irrevocable and shall remain valid upto(@)..... If any further extension of this guarantee is required, the same shall be extended to such required period (not exceeding one year) on receiving instructions from M/s.....(***).....*[Bidder's Name]*..... on whose behalf this guarantee is issued.

In witness whereof the Bank, through its authorised officer, has set its hand and stamp on this.....day of.....20.....at.....

.....
(Signature)

.....
(Name)

.....
(Designation with Bank Stamp)

Authorised Vide
Power of Attorney No.....
Date.....

NOTE : 1. (*) The amount shall be as specified in the bidding documents. (**)
This shall be the date of opening of bids.

(#) Complete mailing address of the Head Office of the Bank to be given. (@) This
date shall be forty five (45) days beyond the validity of bid.

(***) Write the name and addresses of all the Joint Venture partners, in case the bid is
submitted by a Joint Venture in terms of Qualifying Requirements.

2. The Bank Guarantee (BG) shall be from a Bank as per provisions of the bidding documents.
3. The BG should be on Non-Judicial stamp paper/e-stamp paper of appropriate value as per Stamp Act prevailing in the State(s) where the BG is submitted or is to be acted upon or the rate prevailing in the State where the BG is executed, whichever is higher. The Stamp Paper/e-Stamp paper shall be purchased in the name of Bidder/Bank issuing the guarantee.
4. While getting the Bank Guarantee issued, Bidders are required to ensure compliance to the points mentioned in Bank Guarantee Verification Check List in the bidding documents. Bidders are required to fill up this Check List and enclose the same along with the Bank Guarantee.
5. In case, Bank Guarantee is getting issued from.....Bank, Bidder to take note letter and attached with Section-III of Bidding Documents.

Annex 8
Bank Guarantee for Performance Security

(Refer Clause 7.1.2)

To

The President of India
acting through

.....
.....

In consideration of acting on behalf of the President of India (hereinafter referred as the “**Authority**”, which expression shall, unless repugnant to the context or meaning thereof, include its successors, administrators and assigns) awarding to, having its office at (hereinafter referred as the “**Consultant**” which expression shall, unless repugnant to the context or meaning thereof, include its successors, administrators, executors and assigns), vide the Authority’s Agreement no. dated valued at Rs. (Rupees.....), (hereinafter referred to as the “**Agreement**”) the assignment for consultancy services in respect of the.....Project, and the Consultant having agreed to furnish a Bank Guarantee amounting to Rs..... (Rupees) to the Authority for performance of the said Agreement.

We, (hereinafter referred to as the “**Bank**”) at the request of the Consultant do hereby undertake to pay to the Authority an amount not exceeding Rs. (Rupees) against any loss or damage caused to or suffered or would be caused to or suffered by the Authority by reason of any breach by the said Consultant of any of the terms or conditions contained in the said Agreement.

2. We, (indicate the name of the Bank) do hereby undertake to pay the amounts due and payable under this Guarantee without any demur, merely on a demand from the Authority stating that the amount/claimed is due by way of loss or damage caused to or would be caused to or suffered by the Authority by reason of breach by the said Consultant of any of the terms or conditions contained in the said Agreement or by reason of the Consultant’s failure to perform the said Agreement. Any such demand made on the bank shall be conclusive as regards the 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. (Rupees.....).

3. We,(indicate the name of the Bank) do hereby undertake to pay to the Authority any money so demanded notwithstanding any dispute or disputes raised by the Consultant in any suit or proceeding pending before any court or tribunal relating thereto, our liability under this present being absolute and unequivocal. The payment so made by us under this bond shall be a valid discharge

of our liability for payment thereunder and the Consultant shall have no claim against us for making such payment.

4. We, (indicate the name of Bank) further agree that the Guarantee herein contained shall remain in full force and effect during the period that would be required for the performance of the said Agreement and that it shall continue to be enforceable till all the dues of the Authority under or by virtue of the said Agreement have been fully paid and its claims satisfied or discharged or till the Authority certifies that the terms and conditions of the said Agreement have been fully and properly carried out by the said Consultant and accordingly discharges this Guarantee. Unless a demand or claim under this Guarantee is made on us in writing on or before a period of one year from the date of this Guarantee, we shall be discharged from all liability under this Guarantee thereafter.
5. We, (indicate the name of Bank) further agree with the Authority that the Authority shall have the fullest liberty without our consent and without affecting in any manner our obligations hereunder to vary any of the terms and conditions of the said Agreement or to extend time of performance by the said Consultant from time to time or to postpone for any time or from time to time any of the powers exercisable by the Authority against the said Consultant and to forbear or enforce any of the terms and conditions relating to the said Agreement and we shall not be relieved from our liability by reason of any such variation, or extension being granted to the said Consultant or for any forbearance, act or omission on the part of the Authority or any indulgence by the Authority to the said Consultant or any such matter or thing whatsoever which under the law relating to sureties would, but for this provision, have the effect of so relieving us.
6. This Guarantee will not be discharged due to the change in the constitution of the Bank or the Consultant(s).
7. We, (indicate the name of Bank) lastly undertake not to revoke this Guarantee during its currency except with the previous consent of the Authority in writing.
8. For the avoidance of doubt, the Bank's liability under this Guarantee shall be restricted to Rs. crore (Rupees..... crore) only. 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 2 hereof, on or before.....(indicate the date falling 365 days after the date of this Guarantee).

For

Name of Bank:

Seal of the Bank:

Dated, theday of, 20.....

(Signature, name and designation of the authorised signatory)

NOTES:

- (i) The Bank Guarantee should contain the name, designation and code number of the officer(s) signing the Guarantee.
- (ii) The address, telephone no. 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.

Annex - 9

Service Level Agreement*(Refer Clause 3.1.3)***1. General Conditions**

1.1 The Consultant acknowledge, agrees and undertakes to ensure and procure that NDAP shall meet and maintain the service levels specified in this Annex-8 (the “**Service Levels**”) comprising the Service Level Agreement (the “**SLA**”) which shall form an integral part of the Agreement.

1.2 Availability hereunder shall be calculated as $\text{Availability} = \text{Uptime} / (\text{Uptime} + \text{Downtime})$.

1.3 Uptime shall be computed based on availability of the applications to the NDAP users, irrespective of server availability. Non-compliance with performance parameters for business, network and environmental infrastructure and/or system/service degradation shall be considered for downtime calculation.

1.4 Downtime shall not include any planned or emergency website outages, subject to the following:

- (a) Planned website outages shall be undertaken no more than twice a year with at least 7 (seven) working days prior notice given to the Authority. This notice shall be displayed on the site and communicated to all stakeholders by available means like email, SMS etc. The outages shall not coincide with working hours (09:00 to 23:59 Hours);
- (b) the Authority shall be notified of any hosting environment planned outages at the start of each Financial Year; and
- (c) the Authority shall be given prior notice of at least 1 (one) working day before an emergency outage. Response may be telephonic or onsite. In case the issue cannot be resolved telephonically, the Consultant shall provide on-site assistance within the permissible response resolution time.

1.5 Service levels shall be assessed and evaluated through audits and reports provided by the Consultant (e.g. utilization reports, response time measurements reports, etc.). The tools/solutions for undertaking the audit shall be provided by the Consultant. Audits shall be done on periodic basis or as required by the Authority, and shall be performed by either the Authority or by an independent third party nominated by the Authority.

1.6 The Consultant should configure an automated monitoring tool for reporting that gives alerts in the event of breach or any downtime.

1.7 The Consultant shall provide the Authority with an Availability Report on a monthly basis. The report shall contain a summary of all incidents reported, Mean Time between Failures (MTBF) and Mean Time to Repair (MTTR), and associated Consultant's Performance Measurements for the relevant month.

1.8 Service Levels shall be complied with irrespective of the customizations that the applications would undergo during the period of the Agreement.

1.9 If failure of any component leads to Application Downtime more than thrice within a span of three months, the Consultant shall replace or modify the component at its own cost.

1.10 The Consultant shall propose data conflict resolution processes and inform the Authority expeditiously of the issues raised during the operation of such processes. Severity levels shall also be specified by the Consultant, as and when necessary.

2. Service Levels for Performance Measurements

2.1 The table below specifies the NDAP performance indicators and corresponding minimum Service Levels. The Authority shall measure these Service Levels through periodic audits based on logs provided by the Consultant and/or through independent third party audit reports.

Infrastructure	Performance Measurement	Minimum Service Level
Application Availability	Uptime and availability of application for users.	99.5%
Backup Success Rate	Backup success rate for all components of NDAP.	99%
System Response Time	End user to application and back (end to end) response time <3 seconds on 512 kbps intranet; 30 seconds on 2G connection.	99%
Software Service Requests	% of Software Service Requests (e.g. patches, bug fixes, errors) concluded within defined response resolution period.	98%

Disaster Recovery Site Availability (application only)	All applications as part of the Solution should be designed with the following parameters: <ul style="list-style-type: none"> • Recovery Point Objective (RPO) – 2 Hour • Recovery Time Objective (RTO) _ 2 Hours 	
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3. Damages for shortfalls in Service Levels

3.1 Damages by way of mutually agreed pre-determined loss and damage likely to be suffered and incurred by the Authority, and not by way of penalty (the “**Damages**”) shall be levied in case the Service Levels as specified in Paragraphs 1 and 2 are not achieved. Such Damages shall be levied for each quarter and shall be determined as an average percentage of all SLA violation(s) of monthly Service Level measurements for the respective quarter.

3.2 The overall Damages shall be capped at 10% (ten per cent) of the payment for the respective quarter. If the Damages cap is breached, the Authority shall have the right to terminate the Agreement.

3.3 Service Levels shall be measured on a monthly basis, however, Damages shall be adjusted from quarterly invoices on pro-rata basis.

3.4 A Service Level default shall occur when the Consultant fails to meet minimum Service Levels, as measured on a monthly basis, for a particular Service Level.

3.5 In the event of a Service Level default, the Consultant shall incur Damages resulting in a reduction in payment. The Damages shall be computed in accordance with the following formula:

$$\text{Monthly Service Level Default} = \text{Minimum Service Level} - \text{Monthly Actual Service Level}$$

Where Monthly Service Level Default cannot be less than zero. (If for a particular period the Actual Service Level is above the Minimum Service Level then the Monthly Service Level Default will be zero and not less than zero)

Where Quarterly Service Level Default = Average of the Monthly Service Level Defaults for all the 3 months

*The quarterly Damages shall be equal to Quarterly Service Level Default * Total Quarterly payment*

3.6 The applicable Damages shall be the same irrespective of the root causes. An example is provided below:

Assume for a particular Service Level that the minimum Service Level is 99%. During a service assessment period, the Service Level achieved for 3 months is as below:

Month	Minimum Service Level	Monthly Actual Service Level	Monthly Default
Month-1	99%	95%	4%
Month-2	99%	100%	0%
Month-3	99%	94%	5%
Average Quarterly Service Level Default			3%

- (a) The Quarterly Service Damages for this particular default shall be 3%.
- (b) This percentage total would then be added to all other Service Levels to determine the Damages for the quarter.
- (c) The overall fee shall then be calculated by multiplying the total average quarterly default by the total quarterly payment due for the Operations Phase.

3.7 The PMU may undertake inspection of the data extracted by the Consultant from various government websites and reports. If the deficiencies or errors in uploading such data or reports exceed 10, Damages may be levied at the rate of 2% of the pro-rata monthly payment due to the Consultant.

3.8 An average monthly rating below 3 stars, based on valid user feedback, shall constitute a Service Level Default for which Damages may be levied at the rate of 2% of the pro-rata monthly payment due to the Consultant.

3.9 If the number of one or two star valid user feedbacks associated with incorrect search results, in-appropriate visualization or in-appropriate analysis exceeds 10 in any month, Damages may be levied at the rate of 2% of pro-rata monthly payment due to the Consultant.

4. Service Levels for Incident/Bug Resolution

4.1 After Go-Live, the Consultant shall resolve any incidents, such as bugs or defects, that arise on the platform within the prescribed resolution time. Failure to resolve an incident within the maximum resolution time shall result in levy of Damages as specified in Paragraph 5 of this Service Level Agreement.

4.2 An incident can be defined by level of criticality in terms of the magnitude of website disruption. An indicative list of the levels of incidents and their requisite resolution time is provided below:

Criticality	Description	Resolution Time
Level 1 <i>High Severity Incidents</i>	<p>High Severity Incidents are ones which have a critical business impact. These incidents will have any of the following characteristics:</p> <ul style="list-style-type: none"> (a) Entire application not available; (b) Incorrect behaviour (wrong calculations, workflows not functioning as desired for reports, etc.); (c) Security Incidents (data theft/ loss/ corruption); (d) Severe impact on customer satisfaction / NITI Aayog reputation i.e. adverse media publicity; (e) No work-around to mitigate the disruption in service; or (f) Repeat of previous incident 	2 Hours
Level 2 <i>Medium Severity Incidents</i>	<p>Medium Severity Incidents are ones which have a significant business impact. These are concerns needing attention as quickly as possible, but will not cause business processes to fail within one day. These incidents will have any of the following characteristics:</p> <ul style="list-style-type: none"> (a) Part of the application not available or not working as desired; or (b) Internal user escalations for slow response of the implemented solution impacting the efficiency of users 	6 Hours
Level 3 <i>Low Severity Incidents</i>	<p>Low Severity Incidents are the ones which have a minimal business impact. These incidents will have any of the following characteristics:</p> <ul style="list-style-type: none"> (a) Low impact on the efficiency of users; (b) A simple workaround; or (c) Enhancement requests e.g. cosmetic user interface changes. 	24 Hours

NOTE: *Root Cause Analysis (RCA) should be provided for Level 1 Incidents within 3 (three) days and within 7 (seven) days for Level 2 or Level 3 Incidents.*

5. Damages relating to Incident/Bug Resolution

5.1 Damages shall be based on the time taken to resolve the incident and the level of criticality of the incident.

5.2 The initial Damages applicable shall be 0.5% of the quarterly payment during the Operations Phase.

5.3 A breakdown of the Damages structure is given in the table below. Further delays in incident resolution will result in increasing the Damages following the pattern set forth in the table:

Level	Permissible Resolution Time	Actual Time Taken	Damages as % of Quarterly Payment
Level 1	0-2 Hours	2-4 Hours	0.5%
		4-6 Hours	1%
		6-8 Hours	2%
Level 2	0-6 Hours	6-12 Hours	0.5%
		12-18 Hours	1%
		18-24 Hours	2%
Level 3	0-24 Hours	24-48 Hours	0.5%
		48-72 Hours	1%
		72-96 Hours	2%

SCHEDULE-3

(See Clause 2.3.3)

Guidance Note on Conflict of Interest

1. This Note further explains and illustrates the provisions of Clause 2.3 of the RFP and shall be read together therewith in dealing with specific cases.
2. Consultants should be deemed to be in a conflict-of-interest situation if it can be reasonably concluded that their position in a business or their personal interest could improperly influence their judgment in the exercise of their duties. The process for selection of consultants should avoid both actual and perceived conflict of interest.
3. Conflict of interest may arise between the Authority and a consultant or between consultants and present or future concessionaries/ contractors. Some of the situations that would involve conflict of interest are identified below:
 - (a) Authority and consultants:
 - (i) Potential consultant should not be privy to information from the Authority which is not available to others;
 - (ii) potential consultant should not have defined the project when earlier working for the Authority;
 - (iii) potential consultant should not have recently worked for the Authority overseeing the project.
 - (b) Consultants and concessionaires/contractors:
 - (i) No consultant should have an ownership interest or a continuing business interest or an on-going relationship with a potential concessionaire/ contractor save and except relationships restricted to project-specific and short-term assignments; or
 - (ii) no consultant should be involved in owning or operating entities resulting from the project; or
 - (iii) no consultant should bid for works arising from the project.

The participation of companies that may be involved as investors or consumers and officials of the Authority who have current or recent connections to the companies involved, therefore, needs to be avoided.

4. The normal way to identify conflicts of interest is through self-declaration by consultants. Where a conflict exists, which has not been declared, competing companies are likely to bring this to the notice of the Authority.
All conflicts must be declared as and when the consultants become aware of them.
5. Another approach towards avoiding a conflict of interest is through the use of “Chinese walls” to avoid the flow of commercially sensitive information from one part of the consultant’s company to another. This could help overcome the problem of availability of limited numbers of experts for the project. However, in reality effective operation of “Chinese walls” may be a difficult proposition. As a general rule, larger companies will be more capable of adopting Chinese walls approach than smaller companies. Although, “Chinese walls” have been relatively common for many years, they are an increasingly discredited means of avoiding conflicts of interest and should be considered with caution. As a rule, “Chinese walls” should be considered as unacceptable and may be accepted only in exceptional cases upon full disclosure by a consultant coupled with provision of safeguards to the satisfaction of the Authority.
6. Another way to avoid conflicts of interest is through the appropriate grouping of tasks. For example, conflicts may arise if consultants drawing up the terms of reference or the proposed documentation are also eligible for the consequent assignment or project.
7. Another form of conflict of interest called “scope–creep” arises when consultants advocate either an unnecessary broadening of the terms of reference or make recommendations which are not in the best interests of the Authority but which will generate further work for the consultants. Some forms of contractual arrangements are more likely to lead to scope creep. For example, lump-sum contracts provide fewer incentives for this, while time and material contracts provide built in incentives for consultants to extend the length of their assignment.
8. Every project contains potential conflicts of interest. Consultants should not only avoid any conflict of interest, they should report any present/ potential conflict of interest to the Authority at the earliest. Officials of the Authority involved in development of a project shall be responsible for identifying and resolving any conflicts of interest. It should be ensured that safeguards are in place to preserve fair and open competition and measures should be taken to eliminate any conflict of interest arising at any stage in the process.

BANK GUARANTEE

A) BANK GUARANTEE NO.:

B) AMOUNT: INR

C.) BG ISSUE DATE:

D.) LAST DATE OF CLAIM:

E.) BANK NAME:

F.) BENEFICIARY:

THIS DEED OF GUARANTEE is made on this ____day of ____, 2025 by and/or governed by the Banking Co. Regulation Act and having its Head Office at (hereinafter called the "Bank" which expression shall wherever the context so admit, include its executors, administrators and successors) in favour of CEO, NITI Aayog (hereinafter referred to as "NITI" which expression shall include its executors, successors and assigns).

....., is a Company, incorporated under theAct, having its registered office at (hereinafter called "the Organisation") (which expression shall wherever the context so admits include its successors in interest, liquidators, administrators and permitted assignees).

WHEREAS the Organisation has been sanctioned a study/ research project related to "....." and submitted a proposal with amendments (hereinafter called "the Project") to NITI.

WHEREAS the NITI has sanctioned Project assistance on the terms and conditions stipulated in the Contract executed by them on.....

WHEREAS the Organisation is required to furnish a Bank Guarantee for a sum of INR..... (Rupees only) as security for fulfilling its commitments towards the release of the funds.

AND WHEREAS THE BANK has agreed to stand as guarantor on behalf of the Organisation and execute this guarantee for the satisfactory fulfilment of the obligations under the Contract executed by the Organization.

NOW THEREFORE, THE DEED OF GUARANTEE WITNESSETH AS FOLLOWS:

1) IN CONSIDERATION OF WHAT IS STATED HEREINABOVE THE BANK hereby guarantees that the Organisation will duly comply with all his/ their obligations under the said terms & conditions thereof., WE THE BANK UNDERTAKE TO PAY THE AMOUNTS DUE AND PAYABLE UNDER THIS GUARANTEE, WITHOUT ANY DEMUR, MERELY ON DEMAND SUCH AMOUNT/AMOUNTS as the Bank may be called upon by NITI to pay, but not exceeding in the aggregate, the said sum of INR.....(Rupees only).

- 2) The Bank further undertakes that this guarantee shall be kept valid and binding on the Bank from the time this guarantee is given until fulfillment of all its commitments as provided in and as per the terms and conditions of the said Contract and the liability of the Bank hereunder shall not be impaired and/or discharged by any extension of time or variations or alterations made, given, considered or agreed with or without the Bank's knowledge or consent by or between the parties involved and it will remain valid till all the terms & conditions are duly satisfied.

- 3) It is not obligatory on the part of NITI to establish non-fulfillment of the contractual obligations by the as stipulated in the terms & conditions under the terms of this guarantee, we the Bank will, on simple demand from NITI, pay to this NITI, the said amount of INR (Rupeesonly) as indicated in clause (1) above without demur and without requiring NITI to invoke any legal remedy that may be available to them to compel us the Bank to pay the same even if the considers such demand of NITI as unjustified.

- 4) Notwithstanding anything to the contrary, NITI's decision as to whether the Organisation had made any default or defaults or committed a breach of Contract and the amount to which NITI is entitled by reasons thereof, will be binding on us and we shall not be entitled to ask NITI to establish its claims under this guarantee but, we Bank, shall pay the sum forthwith at New Delhi, within seven days from the date of your first written demand any sum or sums within the limits of INR.....(Rupees only) as aforesaid, without any objection or query and without cavil or argument.

- 5) The decision of NITI that any sum has become payable shall be final and binding on the Bank. The claims under this guarantee will be presented to the Bank in writing.

- 6) This guarantee shall be in addition to any other security or guarantees whatsoever that NITI may now or at any time in any way have or shall arrange in relation to the 's obligations/liabilities under and/or in connection with the said Contract and NITI shall have full authority and liberty to take recourse to or to enforce this guarantee in preference to those other security or securities or assurances, at its sole discretion.

- 7) The guarantee shall not be determined or affected by the liquidation or winding up, dissolution or change in the constitution of or insolvency of the Organisation but shall in all respects and for all purposes be binding and operative until payment of all sum or amounts payable to NITI in terms hereof, are made.

- 8) NITI shall have the fullest liberty without affecting in any way the liability of the Bank under Guarantee or Indemnity, from time to time, to vary any of the terms and conditions of the said contract or to extend time of performance by the said Organisation or to postpone for any time from time to time any of the powers exercisable by it against the said Organisation and either to enforce or forbear from enforcing any of the terms and conditions governing the said Contract or securities available to NITI and the said bank shall not be released from its liability under these presents by and exercise by NITI of the liberty with reference to the matters aforesaid or by reason of time being given to the said Organisation or any other forbearance act or omission on the part of NITI or any other matter or thing whatsoever which under the law relating to sureties would, but for this provision, have the effect of so releasing the Bank from its such liability

- 9) The amount stated in any notice of demand addressed by NITI to the Bank as liable to be paid to NITI by the..... or as suffered or incurred by NITI on account of losses or damages or costs, charges, or expenses shall, as between the Bank and NITI, as the case may be, be conclusive and payable by the Bank to NITI.
- 10) It shall not be necessary for NITI to proceed against the Organisation before proceeding against the Bank and the Guarantee herein contained shall be enforceable against the Bank, notwithstanding any security which NITI may have obtained or obtain from the Organisation shall at the time when proceedings are taken against the Bank Hereunder, be outstanding or unrealized.
- 11) This guarantee will not be discharged due to the change in the constitution of the Bank.
- 12) We, the said Bank, lastly undertake not to revoke this Guarantee during its currency except with the previous consent of NITI in writing and agree that if any further extension of this Guarantee is required the same shall be extended to such required periods on receiving instructions from the Organisation on whose behalf this guarantee is issued.
- 13) Notwithstanding anything contained hereinbefore, our liability under this guarantee is restricted to INR.....(Rupees only). The guarantee is valid up to unless a claim or demand made in writing is presented to us within three months of the said expiry period of this guarantee all your rights under this guarantee shall be forfeited and we shall be released and discharged from all liabilities thereunder.

WE THE BANK FURTHER AGREE THAT THE GUARANTEE HEREIN CONTAINED SHALL REMAIN IN FULL FORCE AND EFFECT DURING THE PERIOD THAT WOULD BE TAKEN FOR THE PERFORMANCE OF THE SAID TERMS & CONDITIONS OF THE CONTRACT AND THAT IT SHALL CONTINUE TO BE ENFORCEABLE TILL ALL THE OF CLAIMS OF NITI UNDER OR BY VIRTUE OF THE SAID CONTRACT HAVE BEEN SATISFIED/DISCHARGED OR TILL NITI CERTIFES THAT THE TERMS AND CONDITIONS HAVE BEEN FULLY AND PROPERLY CARRIED OUT BY THE ORGANISATION.

IN WITNESS WHEREOF the Bank has executed this Deed of Guarantee on day of and the year hereinbefore mentioned, in the presence of:

For.....
(Name of the Bank)
Name, Designation,
Signing Power of the official signing.

Witness.

- 1.
- 2.

PROFORMA

**Organisation Details
(To be Attested by the concerned Bank)**

1. Type of Registration:
2. Name of the Organisation:
3. Act/ Registration No.:
4. Date of Registration (DD/MM/YYYY):
5. Registering Authority & Name of State:
6. TIN No.: TAN No.: PAN No.:
7. Complete Address of the Organisation:
City:
State:
District:
Pin Code:
8. Contact Person:
9. Phone No.:
10. Phone No. of the Organisation:
11. Email address of Organisation:
12. Unique Agency Code:

(Unique Agency code is like short code of agency, it will accept only alphanumeric value no special character or space (e.g. if agency name is ABC Limited than unique code will be ABCL or ABCLTD))

13. Bank Details

1. Name of Bank & Branch:
2. Bank/ Branch Address:
3. Bank Account No.
4. IFS Code:
5. MICR Code:
5. Organisation Name as per Bank records:

Signature of the Competent Authority with Stamp

APPENDICES

APPENDIX-I
(See Clause 2.1.3)

TECHNICAL PROPOSAL

Form-1

Letter of Proposal
(On Applicant's letter head)

(Date and Reference)

To,

.....
.....

Sub: Appointment of Consultant for Development and Operation of the National
Data and Analytics Platform Project

Dear Sir,

With reference to your RFP Document dated, I/we, having examined all relevant documents and understood their contents, hereby submit our Proposal for selection as Consultant for the Project. The proposal is unconditional and unqualified.

2. All information provided in the Proposal and in the Appendices is true and correct and all documents accompanying such Proposal are true copies of their respective originals.
3. This statement is made for the express purpose of appointment as the Consultant for the aforesaid Project.
4. I/We shall make available to the Authority any additional information it may deem necessary or require for supplementing or authenticating the Proposal.
5. I/We acknowledge the right of the Authority to reject our application without assigning any reason or otherwise and hereby waive our right to challenge the same on any account whatsoever.
6. I/We certify that in the last three years, we or any of our Associates have neither failed to perform on any 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 or contract by any public authority nor have had any contract terminated by any public authority for breach on our part.

7. I/We declare that:
 - (a) I/We have examined and have no reservations to the RFP Documents, including any Addendum issued by the Authority;
 - (b) I/We do not have any Conflict of Interest in accordance with Clause 2.3 of the RFP Document;
 - (c) I/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 Clause 4.3 of the RFP document, in respect of any tender or request for proposal issued by or any agreement entered into with the Authority or any other public sector enterprise or any government, Central or State; and
 - (d) I/We hereby certify that we have taken steps to ensure that in conformity with the provisions of Section 4 of the RFP, no person acting for us or on our behalf will engage in any corrupt practice, fraudulent practice, coercive practice, undesirable practice or restrictive practice.
8. I/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 Consultant, without incurring any liability to the Applicants in accordance with Clause 2.8 of the RFP document.
9. I/We declare that we/any member of the consortium, are/is not a Member of a/any other Consortium applying for Selection as a Consultant.
10. I/We certify that in regard to matters other than security and integrity of the country, we or any of our Associates 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 Consultancy for the Project or which relates to a grave offence that outrages the moral sense of the community.
11. I/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 Associates.
12. I/We further certify that no investigation by a regulatory authority is pending either against us or against our Associates or against our CEO or any of our Directors/Managers/employees.⁴

⁴ In case the Applicant is unable to provide the certification specified in Paragraph 12, it may precede the Paragraph by the words viz. "Except as specified in Schedule.....hereto". The exceptions to the certification or any disclosures relating thereto may be clearly stated in a Schedule to be attached to the Application. The Authority will consider the contents of such Schedule and determine whether or not the exceptions/disclosures are material to the suitability of the Applicant for pre-qualification hereunder.

13. I/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 the Authority and/ or the Government of India in connection with the selection of Consultant or in connection with the Selection Process itself in respect of the above mentioned Project.
14. The Bid Security of Rs. (Rupees) in the form of a Demand Draft is attached, in accordance with the RFP document.
15. I/We agree and understand that the proposal is subject to the provisions of the RFP document. In no case, shall I/we have any claim or right of whatsoever nature if the Consultancy for the Project is not awarded to me/us or our proposal is not opened or rejected.
16. I/We agree to keep this offer valid for 90 (ninety) days from the Proposal Due Date specified in the RFP.
17. A Power of Attorney in favour of the authorised signatory to sign and submit this Proposal and documents is attached herewith in Form-4.
18. In the event of my/our firm/ consortium being selected as the Consultant, I/we agree to enter into an Agreement in accordance with the form at Schedule–2 of the RFP. We agree not to seek any changes in the aforesaid form and agree to abide by the same.
19. I/We have studied RFP and all other documents carefully. We understand that except to the extent as expressly set forth in the Agreement, we shall have no claim, right or title arising out of any documents or information provided to us by the Authority or in respect of any matter arising out of or concerning or relating to the Selection Process including the award of Consultancy.
20. The Financial Proposal is being submitted in a separate cover. This Technical Proposal read with the Financial Proposal shall constitute the Application which shall be binding on us.
21. I/We agree and undertake to abide by all the terms and conditions of the RFP Document. In witness thereof, I/we submit this Proposal under and in accordance with the terms of the RFP Document.

Yours faithfully,

(Signature, name and designation of the authorised signatory)
(Name and seal of the Applicant / Lead Member)

APPENDIX-I

Form-2**Particulars of the Applicant**

1.1	Title of Consultancy: National Data and Analytics Platform Project
1.2	Title of Project:Project
1.3	State whether applying as Sole Firm or Lead Member of a consortium: Sole Firm or Lead Member of a consortium
1.4	State the following: Name of Company or Firm: Legal status (e.g. incorporated private company, unincorporated business, partnership etc.): Country of incorporation: Registered address: Year of Incorporation: Year of commencement of business: Principal place of business: Brief description of the Company including details of its main lines of business Name, designation, address and phone numbers of authorised signatory of the Applicant: Name: Designation: Company: Address: Phone No.: E-mail address:

1.5	<p>If the Applicant is Lead Member of a consortium, state the following for each of the other Member Firms:</p> <p>(i) Name of Firm:</p> <p>(ii) Legal Status and country of incorporation</p> <p>(iii) Registered address and principal place of business.</p>
1.6	<p>For the Applicant, (in case of a consortium, for each Member), state the following information:</p> <p>(i) In case of non Indian Firm, does the Firm have business presence in India? Yes/No If so, provide the office address(es) in India.</p> <p>(ii) Has the Applicant or any of the Members in case of a consortium been penalized by any organization for poor quality of work or breach of contract in the last five years? Yes/No</p> <p>(iii) Has the Applicant/ Member ever failed to complete any work awarded to it by any public authority/ entity in last five years? Yes/No</p> <p>(iv) Has the Applicant or any member of the consortium been blacklisted by any Government department/Public Sector Undertaking in the last five years? Yes/No</p> <p>(v) Has the Applicant or any of the Members, in case of a consortium, suffered bankruptcy/insolvency in the last five years? Yes/No</p> <p>Note: If answer to any of the questions at (ii) to (v) is yes, the Applicant may not be eligible for this consultancy assignment.</p>

<p>1.7</p>	<p>Does the Applicant’s firm/company (or any member of the consortium) combine functions as a consultant or adviser along with the functions as a contractor and/or a manufacturer?</p> <p style="text-align: right;">Yes/No</p> <p>If yes, does the Applicant (and other Member of the Applicant’s consortium) agree to limit the Applicant’s role only to that of a consultant/ adviser to the Authority and to disqualify themselves, their Associates/ affiliates, subsidiaries and/or parent organization subsequently from work on this Project in any other capacity?</p> <p style="text-align: right;">Yes/No</p>
<p>1.8</p>	<p>Does the Applicant intend to borrow or hire temporarily, personnel from contractors, manufacturers or suppliers for performance of the Consulting Services?</p> <p style="text-align: right;">Yes/No</p> <p>If yes, does the Applicant agree that it will only be acceptable as Consultant, if those contractors, manufacturers and suppliers disqualify themselves from subsequent execution of work on this Project (including tendering relating to any goods or services for any other part of the Project) other than that of the Consultant?</p> <p style="text-align: right;">Yes/No</p> <p>If yes, have any undertakings been obtained (and annexed) from such contractors, manufacturers, etc. that they agree to disqualify themselves from subsequent execution of work on this Project and they agree to limit their role to that of consultant/ adviser for the Authority only?</p> <p style="text-align: right;">Yes/No</p> <p style="text-align: center;">(Signature, name and designation of the authorised signatory) For and on behalf of</p>

APPENDIX-I

Form-3

Statement of Legal Capacity

(To be forwarded on the letter head of the Applicant)

Ref. Date:

To,

.....
.....

Dear Sir,

Sub: RFP for Consultant: Project

I/We hereby confirm that we, the Applicant (along with other members in case of consortium, the constitution of which has been described in the Proposal⁵), satisfy the terms and conditions laid down in the RFP document.

I/We have agreed that (insert Applicant's name) will act as the Lead Member of our consortium.

I/We have agreed that (insert individual's name) will act as our Authorised Representative/ will act as the Authorised Representative of the consortium on our behalf and has been duly authorized to submit our Proposal. Further, the authorised signatory is vested with requisite powers to furnish such proposal and all other documents, information or communication and authenticate the same.

Yours faithfully,

(Signature, name and designation of the authorised signatory)
For and on behalf of

⁵ Please strike out whichever is not applicable

APPENDIX-I

Form-4

Power of Attorney

Know all men by these presents, we,..... (name of Firm and address of the registered office) do hereby constitute, nominate, appoint and authorise Mr / Ms..... son/daughter/wife of and presently residing at, who is presently employed with us and holding the position of as our true and lawful attorney (hereinafter referred to as the “**Authorised Representative**”) 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 the Consultant for the National Data and Analytics Platform Project , proposed to be developed by the (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, signing and execution of all contracts 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 till the entering into of the Agreement 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 Authorised 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 Authorised Representative in exercise of the powers hereby conferred shall and shall always be deemed to have been done by us.

IN WITNESS WHEREOF WE, THE ABOVE NAMED PRINCIPAL HAVE EXECUTED THIS POWER OF ATTORNEY ON THIS DAY OF, 20.....

For

(Signature, name, designation and address)

Witnesses:

- 1.
- 2.

Notarised

Accepted

.....

(Signature, name, designation and address of the Attorney)

Notes:

- *The mode of execution of the Power of Attorney should be in accordance with the procedure, if any, laid down by the applicable law and the charter documents of the executant(s) and when it is so required the same should be under common seal affixed in accordance with the required procedure. The Power of Attorney should be executed on a non-judicial stamp paper of Rs. 100 (hundred) and duly notarised by a notary public.*
- *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.*
- *For a Power of Attorney executed and issued overseas, the document will also have to be legalised by the Indian Embassy and notarised in the jurisdiction where the Power of Attorney is being issued. However, Applicants from countries that have signed the Hague Legislation Convention 1961 need not get their Power of Attorney legalised by the Indian Embassy if it carries a conforming Apostille certificate.*

APPENDIX-I

Form-5**Financial Capacity of the Applicant**

(Refer Clause 2.2.2 (B))

S. No.	Financial Year	Annual Revenue (Rs./US \$ in million)
1.		
2.		
3.		

Certificate from the Statutory Auditor^s

This is to certify that (name of the Applicant) has received the payments shown above against the respective years on account of professional fees.

Name of the audit firm:

Seal of the audit firm

Date:

(Signature, name and designation of the authorised signatory)

^s In case the Applicant does not have a statutory auditor, it shall provide the certificate from its chartered accountant that ordinarily audits the annual accounts of the Applicant.

Note: Please do not attach any printed Annual Financial Statement.

APPENDIX-I

Form-6

Particulars of Key Personnel

S. No.	Designation of Key Personnel	Name	Educational Qualification	Length of Professional Experience	Present Employment		No. of Eligible Assignments ^s
					Name of Firm	Employed Since	
(1)	(2)	(3)	(4)	(5)	(6)	(7)	(8)
1.	Program Chairperson						
2.	Project Director & Team Leader						
3.	Principal AI Architect						
4.	Principal Program Manager						
5.	Principal Product Manager						

6.	Data Scientist (AI and Analytics)						
7.	Usability Lead						
8.	Technical Lead						
9.	Full Stack Developer (AI Integration)						

^sRefer Form 9 of Appendix I Experience of Key Personnel.

Form-7**Proposed Methodology and Work Plan**

The proposed methodology and work plan shall be described as follows:

1. Understanding of TOR (not more than two pages)

The Applicant shall clearly state its understanding of the TOR and also highlight its important aspects. The Applicant may supplement various requirements of the TOR and also make precise suggestions if it considers this would bring more clarity and assist in achieving the Objectives laid down in the TOR.

2. Methodology and Work Plan (not more than three pages)

The Applicant will submit its methodology for carrying out this assignment, outlining its approach toward achieving the Objectives laid down in the TOR. The Applicant will submit a brief write up on its proposed team and organisation of personnel explaining how different areas of expertise needed for this assignment have been fully covered by its proposal. In case the Applicant is a consortium, it should specify how the expertise of each firm is proposed to be utilised for this assignment. The Applicant should specify the sequence and locations of important activities, and provide a quality assurance plan for carrying out the Consultancy Services.

Note: Marks will be deducted for writing lengthy and out of context responses.

APPENDIX-I

Form-8

Abstract of Eligible Assignments of the Applicant[§]
(Refer Clause 3.1.6)

S.No	Name of Project	Name of Client	Payment ^{\$\$} of professional fees received by the Applicant (in Rs. crore)
(1) [£]	(2)	(3)	(4)
1			
2			
3			
4			

[§] The Applicant should provide details of only those projects that have been undertaken by it under its own name.

^{\$\$} Exchange rate for conversion of US \$ shall be as per Clause 1.7.1.

[£] The names and chronology of Eligible Projects included here should conform to the project-wise details submitted in Form-10 of Appendix-I.

Certificate from the Statutory Auditor[§]

This is to certify that the information contained in Column 4 above is correct as per the accounts of the Applicant and/ or the clients.

Name of the audit firm:

Seal of the audit firm

Date:

(Signature, name and designation of the authorised signatory)

[§] In case the Applicant does not have a statutory auditor, it shall provide the certificate from its chartered accountant that ordinarily audits the annual accounts of the Applicant.

Note: The Applicant may attach separate sheets to provide brief particulars of other relevant experience of the Applicant.

APPENDIX-I

Form-9

Abstract of Eligible Assignments of Key Personnel^s

(Refer Clause 3.1.6)

Name of Key Personnel:

Designation:

S.No	Name of Project^s	Name of Client	Revenues realised from the Assignment/project (in Rs. cr./ US\$ million)	Name of firm for which the Key Personnel worked	Designation of the Key Personnel on the assignment	Date of completion of the assignment	Man days spent
(1)	(2)	(3)	(4)	(5)	(6)	(7)	(8)
1							
2							
3							
4							
5							
6							
7							
8							
9							
10							

^{\$} Use separate Form for each Key Personnel.

^{\$\$} The names and chronology of projects included here should conform to the project-wise details submitted in Form-11 of Appendix-I.

Note: The Applicant may attach separate sheets to provide brief particulars of other relevant experience of the Key Personnel.

Form-10**Eligible Assignments of Applicant**

(Refer Clause 3.1.6)

1.	Name of Applicant:	
2.	Name of the Project:	
3.	Project details	
4.	Description of services performed by the Applicant Firm:	
5.	Name of client and Address: (indicate whether public or private)	
6.	Name and telephone no. of client's representative:	
7.	Payment received by the Applicant (in Rs. crore):	
8.	Start date of the services (month/ year):	
9.	Finish date of the services (month/ year):	
10.	Brief description of the Project:	
<p>It is certified that the aforesaid information is true and correct to the best of my knowledge and belief.</p> <p style="text-align: right;">(Signature and name of Key Personnel)</p>		

Notes:

1. Use separate sheet for each Eligible Project.
2. The Applicant may attach separate sheets to provide brief particulars of other relevant experience of the Applicant.
3. Exchange rate for conversion of US \$ shall be as per Clause 1.7.1.

Form-11**Eligible Assignments of Key Personnel**

(Refer Clause 3.1.6)

1.	Name of Key Personnel:	
2.	Designation of Key Personnel:	
3.	Name of the Project:	
4.	Project details	
5.	Name of Consulting Firm where employed:	
6.	Description of services performed by the Key Personnel (including designation):	
7.	Name of client and Address: (indicate whether public or private)	
8.	Name and telephone no. of client's representative:	
9.	Estimated professional fee received for the project by the consulting firm (in Rs. crore or US\$ million):	
10.	Start date of the services (month/year):	
11.	Finish date of the services (month/year):	
12.	Brief description of the Project:	
<p>It is certified that the aforesaid information is true and correct to the best of my knowledge and belief.</p> <p style="text-align: right;">(Signature and name of Key Personnel)</p>		

Notes:

1. Use separate sheet for each Eligible Project.

2. The Applicant may attach separate sheets to provide brief particulars of other relevant experience of the Key Personnel.
3. Exchange rate for conversion of US \$ shall be as per Clause 1.7.1.

Form-12

Curriculum Vitae (CV) of Key Personnel

1. Proposed Position:
2. Name of Personnel:
3. Date of Birth:
4. Nationality:
5. Educational Qualifications:
6. Employment Record:
(Starting with present position, list in reverse order every employment held.)
7. List of projects on which the Personnel has worked

Name of project	Description of responsibilities
-----------------	---------------------------------

8. Details of the current assignment and the time duration for which services are required for the current assignment.

Certification:

- 1 I am willing to work on the Project and I will be available for entire duration of the Project assignment as required.
- 2 I, the undersigned, certify that to the best of my knowledge and belief, this CV correctly describes me, my qualifications and my experience.

(Signature and name of the Key Personnel)

Place.....

(Signature and name of the authorised signatory of the Applicant)

Notes:

1. Use separate form for each Key Personnel
2. The names and chronology of assignments included here should conform to the project-wise details submitted in Form-8 of Appendix-I.
3. Each page of the CV shall be signed in ink and dated by both the Personnel concerned and by the Authorised Representative of the Applicant firm along with the seal of the firm. Photocopies will not be considered for evaluation.

APPENDIX-I

Form-13

Deployment of Personnel

S.No.	Designation	Name	Man Days (MD)	Week Numbers [§]																			
				1	2	3	4	5	6	7	8	9	10	11	12	13	14	15	16	17	18	19	20
1.																							
2.																							
3.																							
4.																							
5.																							
6.																							
7.																							
8.																							
9.																							
10.																							
11.																							
Total Man days																							

§ Add additional sheets for the period covering the entire duration of the Project i.e. up to 260 (two hundred and sixty) weeks.

APPENDIX-I

Form-14**Proposal for Sub-Consultant(s)**

1. Details of the Firm				
Firm's Name, Address and Telephone				
Name and Telephone No. of the Contact Person				
Fields of Expertise				
No. of Years in business in the above Fields				
2. Services that are proposed to be sub contracted:				
3. Person who will lead the Sub- Consultant Name:				
Designation:				
Telephone No:				
Email:				
4. Details of Firm's previous experience				
Name of Work	Name, address and telephone no. of Client	Total Value of Services Performed	Duration of Services	Date of Completion of Services
4.1				
4.2				
4.3				

(Signature and name of the authorised signatory)

Note:

1. The Proposal for Sub-Consultant(s) shall be accompanied by the details specified in Forms 12 and 13 of Appendix –I.
2. Use separate form for each Sub-Consultant

APPENDIX-I

Form-15

Declaration-Cum-Undertaking Regarding Blacklisting/ Non-Blacklisting

(Self-Certificate on Applicant's Letter Head)

(Date and Reference)

To,

.....
.....

Subject: Declaration of not having been blacklisted by any Central/State Government and or PSU

I/ We, Proprietor/ Partner(s)/ Director(s) of M/S. _____ hereby declare that the firm/company namely M/s. _____, as on the date of Bid submission, has not been blacklisted or debarred in the last three years and is not under blacklisting period /active debarred list by any of the Central or State Government Organisation/ Public Sector Undertaking/Autonomous Body etc.

OR

I/ We Proprietor/ Partner(s)/ Director(s) of M/S _____ hereby declare that the firm/company namely M/S _____ in the last three years, was blacklisted or debarred by any of the Central or State Government Organisation/ Public Sector Undertaking/ Autonomous Body etc. for a period of _____ months/years w.e.f. _____. The period is over on _____ and, as on the date of Bid submission the firm /company is not in active blacklisting period and now entitled to take part in Government tenders.

In case the above information found false I/We are fully aware that the tender/ contract shall be rejected/cancelled by the Authority. In addition to the above, the Authority shall not be responsible to pay the bills for any completed/ partially completed work, if contract was awarded.

Yours faithfully,

(Signature, name and designation of the authorised signatory)

(Name and seal of the Applicant / Lead Member)

APPENDIX-II

FINANCIAL PROPOSAL

Form-1

Covering Letter
(On Applicant's letter head)

(Date and Reference)

To,

.....

.....

Dear Sir,

Subject: Appointment of Consultant for Development and Operation of NDAP Project

I/We,..... (Applicant's name) herewith enclose the Financial Proposal for selection of my/our firm as Consultant for above.

I/We agree that this offer shall remain valid for a period of 90 (ninety) days from the Proposal Due Date or such further period as may be mutually agreed upon.

Yours faithfully,

(Signature, name and designation of the authorised signatory)

Note: The Financial Proposal is to be submitted strictly as per forms given in the RFP.

APPENDIX-II
(See Clause 2.1.3)

Form-2

Financial Proposal

Item No.	Description	Amount (Rs.)
A.	RESIDENT PERSONNEL AND LOCAL COSTS	
I	Remuneration for Resident Professional Personnel (inclusive of all personal allowances)	
II	Remuneration for Resident Support Personnel (inclusive of all personal allowances)	
III	Infrastructure	
IV	Software	
V	Cost for 6000 complex queries	
VI	Miscellaneous Expenses	
	Sub-total Resident Personnel and Local Costs (A):	
B.	EXPATRIATE PERSONNEL	
I	Remuneration for Expatriate Personnel (inclusive of all personal allowances)	
	Subtotal Expatriate Personnel (B):	
	Total of Personnel and Local Costs (A+B):	
C.	ADDITIONAL CONSULTATIONS (refer to Note 10)	
	3 man days each of:	
I	Program Chairperson	
II	Project Director & Team Leader	
III	Principal AI Architect	
IV	Principal Program Manager	
V	Principal product manager	
VI	Data Scientist (AI and Analytics)	
VII	Usability Lead	
VIII	Technical Lead	
IX	Full Stack Developer (AI Integration)	

	Subtotal Additional Consultations (C):	
D	SUBTOTAL OF A+B+C	
E	OVERHEAD EXPENSES @..... % of (D)	
F	GST	
G	TOTAL (including taxes) (D+E+F) (in Rs.) In Indian Rupees.....(in figures) (in words)	
H	ADDITIONAL COSTS (not included in evaluation)	
I	Domestic travel from firm's office to the Project Office (restricted to three return economy class air fares per month for each personnel)	
II	International travel from firm's office to the Project Office (restricted to one return full fare economy class air fares per month for each Expatriate Personnel)	
III	Return journeys from Project Office to Authority's office to attend meetings held by the Authority (provide indicative amount for three return fares per month)	
	Total of Additional Costs (H)	
I	TOTAL COST OF THE CONSULTANCY (G+H) In Indian Rupees.....(in figures) (in words)	

Note:

1. The financial evaluation shall be based on the above Financial Proposal, excluding Additional Costs. The total in Item G shall, therefore, be the amount for purposes of evaluation. Additional Costs in Item H shall not be reckoned for purposes of financial evaluation.
2. Estimate of Costs for Item A I, A II and B I shall be as per Form-3.
3. Miscellaneous Expenses in Item A V shall not exceed 15% (fifteen per cent) of the total amount in Item D.
4. Domestic Air Fare in Item H I shall not be payable to the Consultant's Personnel who are normally stationed in the National Capital Region (NCR). For Personnel travelling from locations outside NCR, economy airfare shall be reimbursable, subject to a maximum of one return fare per month per personnel.

5. All costs shall be reimbursed on production of a Statement of Expenses, duly certified by the Authorised Representative. However, no details of expenditures would be sought for overhead expenses, which will be reimbursed in proportion to the total expenses under Item D.
6. The reimbursement of expenses shall be limited to the amounts indicated above.
7. Savings of upto 20% (twenty per cent) under any head of expenditure specified in the summary of Financial Proposal may be re-appropriated by the Consultant and added to any other head of expenditure, subject to a ceiling of 10% (ten per cent) in respect of the recipient head of expenditure. Upon Notification of such reappropriation to the Authority, the Financial Proposal shall be deemed to be amended, and payment shall be made accordingly.
8. No escalation on any account will be payable on the above amounts.
9. All other charges not shown here and all insurance premia are considered included in the man day rate/ overhead/ miscellaneous expenses.
10. The Authority may require the Key Personnel to visit the Authority's offices for further consultations beyond the tasks specified in the Terms of Reference. The cost (remuneration including personal allowances) of 3 (three) man days of each Key Personnel is included in the Financial Proposal. The Authority may require upto 24 (twenty four) extra days of consultation with any or all Key Personnel on payment of additional charges. For any increase as compared to the aforesaid 3 (three) days, payment shall be computed solely on the basis of relevant man day rates specified in the Financial Proposal. In all cases, return full fare economy class airfare shall be reimbursed in addition, as per actuals.
11. The Authority may require Professional Personnel to visit the Authority's offices for further consultations after the Development Phase. The Additional Costs on this account shall be paid to the Consultant as per agreed man day rates and economy return airfare as per actuals shall also be reimbursed. However, the total number of additional man days requisitioned hereunder shall not exceed 300 (three hundred).
12. All payments shall be made in Indian Rupees and shall be subject to applicable Indian laws withholding taxes if any.
13. For the purposes hereof "**Statement of Expenses**" means a statement of the expenses incurred on each of the heads indicated in the Financial Proposal; provided that in relation to expenses on Personnel, the Statement of Expenses shall be accompanied by the particulars of Personnel and the man days spent on the Consultancy.

APPENDIX-II

Form-3

Estimate of Personnel Costs

ID No.	Position	Name	Man day Rate (Rs.)	Total Man Days	Amount (Rs.)
A I. Remuneration for Resident Professional Personnel (including all personal allowances)					
Total					
A II. Remuneration for Resident Support Personnel (including all personal allowances)					

Total					
B I. Remuneration for Expatriate Personnel (including all personal allowances)					
Total:					

APPENDIX - III
List Of Bid-Specific Provisions⁶

A. Clauses with currency-based footnotes

1. Introduction.
2. Clause 2.2.3: Conditions of Eligibility of Applicants.
3. Clause 2.11.2: Amendment of RFP.

Note: The above footnotes marked “\$” shall be retained in the RFP for guidance of the Applicants while submitting their respective Proposals.

B. Schedules with non-numeric footnotes

All non-numeric footnotes marked “\$” in the Schedules shall be retained in the respective Schedules for guidance of the Applicants while submitting their respective Proposals.

C. Appendices with non-numeric footnotes

All non-numeric footnotes in the Appendices shall be retained in the respective Appendices for guidance of the Applicants. These shall be omitted by the Applicants while submitting their respective Proposals.

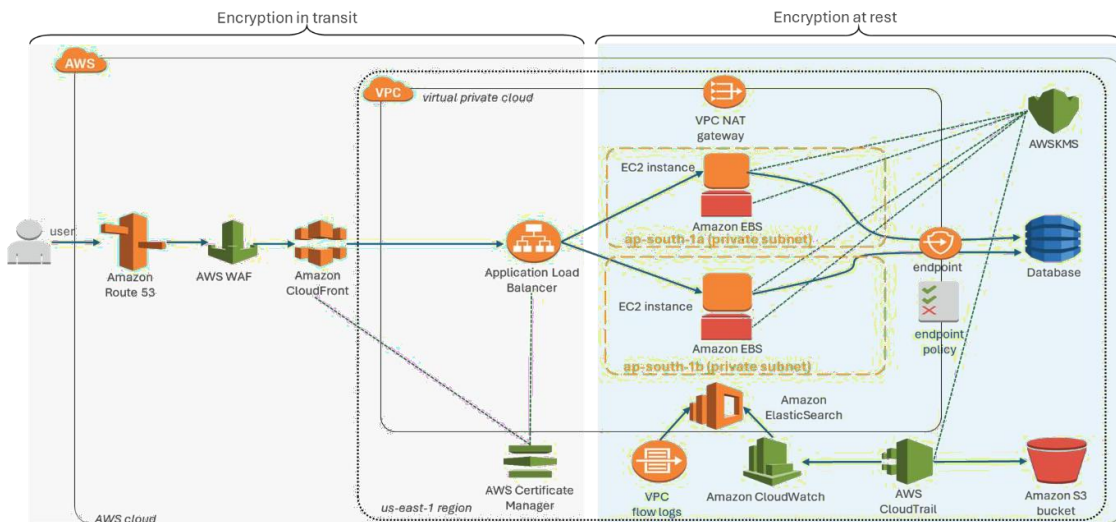
D. Schedules and Appendices with blank spaces

All blank spaces in the Schedules and Appendices shall be retained in the RFP. These shall be filled up when the format of the respective Schedule or Appendix is used.

⁶ This Appendix-III contains a list of Clauses, Schedules and Appendices that would need to be suitably modified for reflecting bid-specific provisions. This Appendix-III may, therefore, be included in the RFP document to be issued to prospective Applicants

APPENDIX - IV

1. NDAP Architecture: The architecture of NDAP is designed to ensure security, reliability, and scalability. Its cloud-based framework enables smooth access, high performance, and efficient handling of large volumes of data. The system also supports continuous monitoring and rapid response to operational needs, ensuring that the platform delivers timely, accurate, and user-friendly data, making NDAP a trusted and dependable platform for all users.

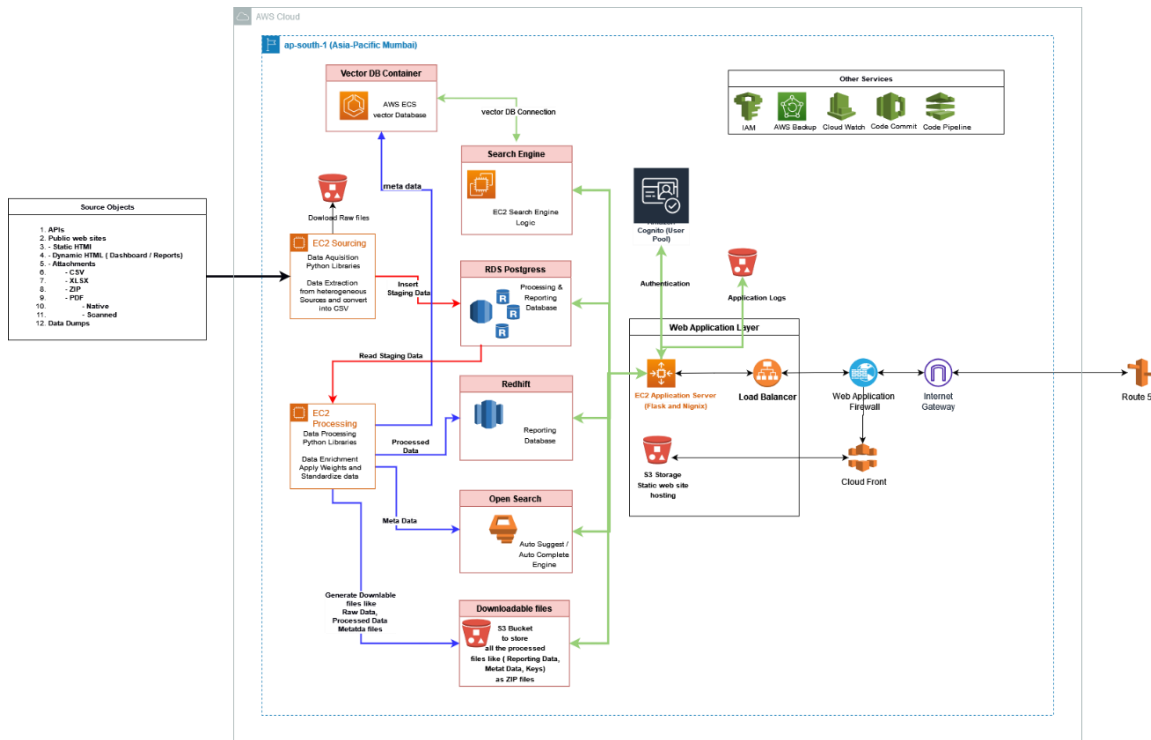


Storage for onboarded datasets on NDAP ~ 2 TB

2. The technological stack used for NDAP to ensure security, scalability, and efficient data processing is as follows:
 - i. **Data Sourcing and Processing:** Uses Python for data extraction and processing, with PostgreSQL for structured data storage.
 - ii. **Front-End:** Built with React JS, hosted on S3, with CloudFront for fast delivery and a Web Application Firewall for security.
 - iii. **Web Services and APIs:** Backend developed with Python and Flask, served via Nginx for high performance.
 - iv. **Data Infrastructure:** EC2 instances, load balancers, auto-scaling groups, and IAM ensure scalability, reliability, and secure access.
 - v. **Storage and Backup:** S3 and EBS for storage, with AWS Backup for data protection.
 - vi. **Analytics and Streaming:** Real-time monitoring using AWS Kinesis Firehose and API Gateway.
 - vii. **Search and NLU:** Semantic and context-aware search via Python, Vector DB, BERT, and SBERT embeddings.
 - viii. **Authentication:** Secure access managed by AWS Cognito.

NDAP serves as a centralized hub that not only makes government data accessible but also encourages its practical use for research, policy planning, and innovation. By integrating diverse datasets and providing advanced tools for analysis, it enables users to explore correlations, perform cross-sectoral comparisons, and gain a deeper understanding of complex data relationships.

3. High Level Design:

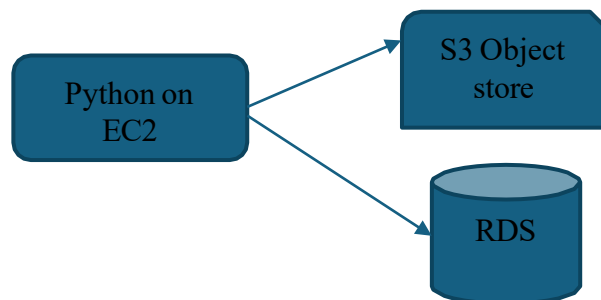


All EC2 instances in the architecture run on Ubuntu OS.

A single large RDS (Postgres) instance has been used as a Database.

a. Data Extraction:

Data Extraction mainly uses EC2 instances installed with Ubuntu OS. Python scripts are used and scheduled to integrate with different external systems and extract/scrape the data to load into S3 staging area and RDS (Postgres DB).



b. Data Processing:

Data Processing involves picking up the data from S3 buckets and reloading the data into RDS after standardising it. Data quality and Data standardization checks are performed using Python scripts on EC2 instances.

c. UI/Frontend:

All the frontend related artifacts are stored in S3 buckets and EC2 Instances in EBS storage. The front code pipelines are designed using the AWS Code Commit and AWS Code Build along with automating them with Pipelines. All changes to the websites are automatically published through code pipelines post building the code when a commit is performed on the repository.

d. API:

API layer is built using Python through leveraging the flask framework installed on top of EC2 instances. The API layer acts as the core for retrieving the data from the back end search systems and Databases. Search system APIs are built leveraging Weaviate and Opensearch APIs in the backend.

e. Data Management:

The data management is done using multiple data stores which includes – RDS (PostgreSQL) as the primary datastore, Redshift for storing the data required for performing joins and merges in the front end and Weaviate (Installed using Docker on EC2) and OpenSearch (Service).

f. User Access Management:

User Access management of portal users is performed using the AWS Cognito integration with the backend services through Python APIs.

g. User Feedback:

User feedback management is configured through userback addon. It has to be configured via userback.