



## **Selection of Technical Consultant**

### **Request for Proposal (RFP)**

# **“Development, Revamp and Maintenance of Dashboards of Development Monitoring and Evaluation Office (DMEO), NITI Aayog”**

**November 2024**

**Government of India**

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No. U-11020/13/2020-DMEO  
Government of India  
NITI Aayog  
Development Monitoring and Evaluation Office  
Sansad Marg, New Delhi -110001  
**Request for Proposal (RFP)**

**November, 2024**

**Subject: Request for Proposal (RFP) for Development, Revamp and Maintenance of Dashboards of Development Monitoring and Evaluation Office (DMEO), NITI Aayog**

The Development Monitoring and Evaluation Office (DMEO), National Institution for Transforming India (NITI) Aayog, Government of India, intends to engage an IT service Consultant to support the **Development, Revamp and Maintenance of Dashboards of Development Monitoring and Evaluation Office (DMEO), NITI Aayog** details of which have been provided in the RFP document.

DMEO, NITI Aayog invites proposals for this assignment, from eligible organisations, which have requisite experience in this field as detailed in the RFP. The salient features of the study, eligibility criteria and instructions on how to bid and other details are available in the RFP document uploaded on the DMEO website (<https://dmeo.gov.in/tenders>) and Government e-Marketplace (<https://gem.gov.in/>). Important information & tentative dates are given in the RFP.

Interested applicants are requested to log into Government e-Marketplace (GEM) and submit their RFP response online, on or before **18<sup>th</sup> December 2024**, 1700 hours. Applicants can also refer to resources available on GeM (<https://gem.gov.in/support/sellers/?lang=english>) for further queries.

**Shri Manish Gade**  
**Economic Officer**

Development Monitoring & Evaluation Office (DMEO)  
Room No-431, NITI Aayog, Sansad Marg  
New Delhi, 110001

Email: [dmeoeval-niti@gov.in](mailto:dmeoeval-niti@gov.in)

## **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, statements or 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, statements, 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**

<b>Agreement</b>	As defined in <a href="#">Schedule 2</a>
<b>Agreement Value</b>	As defined in <a href="#">Clause 6.1.2</a> of Schedule-2
<b>Applicable Laws</b>	As defined in <a href="#">Schedule-2</a>
<b>Applicant</b>	As defined in <a href="#">Clause 2.1.1</a>
<b>Authorized Representative</b>	As defined in Clause <a href="#">2.12.3</a>
<b>Authority</b>	As defined in <a href="#">Clause 1.1.1</a>
<b>Bid Security</b>	As defined in <a href="#">Clause 2.19.1</a>
<b>Conditions of Eligibility</b>	As defined in <a href="#">Clause 2.3</a>
<b>Consultancy</b>	As defined in <a href="#">Clause 1.2</a>
<b>Consultancy Team</b>	As defined in <a href="#">Clause 2.2</a>
<b>Consultant</b>	As defined in <a href="#">Clause 1.2</a>
<b>Conflict of Interest</b>	As defined in <a href="#">Clause 2.4</a>
<b>CV</b>	Curriculum Vitae
<b>Deliverables</b>	As defined in paragraph 2 of Schedule-1
<b>GEM</b>	Government e-Marketplace
<b>Effective Date</b>	As defined in <a href="#">Clause 2.1</a> of Schedule-2
<b>Eligible Assignments</b>	As defined in Clause 3.1.5
<b>Financial Proposal</b>	As per Appendix II
<b>Form of Agreement</b>	As defined in Schedule 2
<b>INR, Re, ₹</b>	Indian Rupee(s)
<b>Key Date</b>	As defined in <a href="#">Clause 1.7</a>
<b>Key Personnel</b>	As defined in <a href="#">Clause 2.2</a>
<b>Legal Entity</b>	As defined in <a href="#">Clause 2.3.2 (A)</a>
<b>LOA</b>	Letter of Award as specified in <a href="#">Clause 2.27</a>
<b>Proposal Due Date or PDD</b>	As defined in <a href="#">Clause 1.7</a>
<b>RFP</b>	As defined in Disclaimer
<b>Selected Applicant</b>	As defined in <a href="#">Clause 1.6</a>

<b>Selection Process</b>	As defined in <a href="#">Clause 1.6</a>
<b>Statement of Expenses</b>	As defined in Form-2 of Appendix-II
<b>Statutory Auditor</b>	An Auditor appointed under Applicable Laws
<b>Technical Proposal</b>	As per Appendix I
<b>ToR</b>	As defined in Clause 1.1.4
<b>UAT</b>	User Acceptance Testing
<b>US\$</b>	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.

## **Interpretations**

In this RFP and the associated Contract, except where the contrary intention is expressed:

- a. the singular includes the plural and vice versa, and a gender includes other genders;
- b. another grammatical form of a defined word or expression has a corresponding meaning;
- c. a reference to a clause, paragraph, schedule or annexure is to a clause or paragraph of, or schedule or annexure to, this Contract, and a reference to this Contract includes any schedule or annexure;
- d. a reference to a document or instrument includes the document or instrument as novated, altered, supplemented or replaced from time to time;
- e. a reference to rupee or Indian rupees to the Indian currency;
- f. a reference to time is to the time in the place where the obligation is to be performed;
- g. a reference to a party is to a party to this Contract, and a reference to a party to a document includes the party's executors, administrators, successors and permitted assignees and substitutes;
- h. a reference to a person includes a natural person, partnership, body corporate, association, governmental or local authority or agency or other entity;
- i. if the Consultant is a Company/LLP/Society/Trust/ Association the Consultant enters the Contract with warrant that it has the power to perform its obligations under this Contract;
- j. a reference to a statute, ordinance, code or other law includes regulations and other instruments under it and consolidations, amendments, re-enactments or replacements of any of them;
- k. a word or expression defined in the Companies Act has the meaning given to it in the Companies Act;
- l. the meaning of general words is not limited by specific examples introduced by including, for example or similar expressions;
- m. any agreement, representation, warranty or indemnity by two or more parties (including where two or more persons are included in the same defined term) binds them jointly and severally;
- n. any agreement, representation, warranty or indemnity in favour of two or more parties (including where two or more persons are included in the same defined term) is for the benefit of them jointly and severally;
- o. if a day on or by which an obligation must be performed or an event must occur is not a Business Day, the obligation must be performed or the event must occur on or by the next Business Day; and
- p. headings are for ease of reference only and do not affect interpretation.



# 1 Introduction

## 1.1 Background

- 1.1.1. The Development Monitoring and Evaluation Office (DMEO / the “Authority”) was constituted in September 2015 by merging of the erstwhile Programme Evaluation Office (PEO) and the Independent Evaluation Office (IEO). DMEO is an attached Office of NITI Aayog to fulfil the mandates of monitoring and evaluation assigned to NITI Aayog.
- 1.1.2. DMEO, NITI Aayog is seeking proposals from qualified vendors to develop a unified governance platform for its four existing dashboards built using different technologies hosted in NIC Meghraj cloud. Three dashboards will require revamping, while the remaining one need routine maintenance and feature enhancements. In addition, vendors must provide ongoing maintenance for all four dashboards, including those that undergo revamping. The goal is to provide centralized governance, consistent user access, and monitoring while maintaining technology-specific independence. This document outlines the project requirements, scope, maintenance expectations, and evaluation criteria for vendors interested in participating
- 1.1.3. The Authority reserves the right not to go ahead with the RFP for the project mentioned above.
- 1.1.4. The Authority has decided to carry out the process for selection of a Technical Consultant for Development, Revamp and Maintenance of Dashboards of Development Monitoring and Evaluation Office (DMEO), NITI Aayog (the “Project”) in accordance with the Terms of Reference specified at Schedule-1 (the “TOR”).

## 1.2 Request for Proposals

The Authority invites proposals (the “**Proposals**”) for selection of a Service Provider (the “**Consultant**”) who shall Develop, Revamp and maintain all Dashboards of DMEO, in accordance with the Scope of Work (collectively the “**Consultancy**”). The Authority intends to select the Consultant through an open competitive bidding process in accordance with the procedure set out.

## 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 1.9](#) of Invitation for Proposal.

## 1.4 Availability of RFP Document

The document can be downloaded from the Official Website of the Authority (<https://dmeo.gov.in/tenders>) and Government e-Marketplace (<https://gem.gov.in/>).

## 1.5 Validity of the Proposal

The Proposal shall be valid for a period of 90 days from the Proposal Due Date (the “PDD”) as specified in [Clause 1.7](#) and [Clause 2.16](#) .

## 1.6 Brief description of the Selection Process

1.6.1 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 two separate sealed envelopes.

1.6.2. 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**”) , if required.  
Schedule of Selection Process

## 1.7 Schedule of Selection Process

The Authority would endeavour to adhere to the following schedule:

#	Event Description	Date
1	Publication of RFP on GeM portal	14 <sup>th</sup> November 2024
2	Last date for receiving queries/clarifications	28 <sup>th</sup> November 2024
3	Pre-Proposal Conference	28 <sup>th</sup> November 2024
4	Authority response to queries	4 <sup>th</sup> December 2024
5	<b>Proposal Due Date (PDD)</b>	18 <sup>th</sup> December 2024, 17:00 Hrs.
6	Opening of Proposals	19 <sup>th</sup> December 2024
7	Letter of Award (LOA)	7 <sup>th</sup> January 2025
8	Signing of Agreement	14 <sup>th</sup> January 2025
9	Validity of Applications	90 days from PDD

## 1.8 Pre-Proposal Queries

Prospective Applicants may address their queries clearly specifying “ **Development, Revamp and Maintenance of Dashboards of Development Monitoring and Evaluation Office (DMEO), NITI Aayog**” in the subject line to the nodal officer specified below:

**Shri Manish Gade**

**Economic Officer**

Development Monitoring & Evaluation Office (DMEO)

Room No-431, NITI Aayog, Sansad Marg

New Delhi, 110001

Email: [dmeoeval-niti@gov.in](mailto:dmeoeval-niti@gov.in)

Phone: 011 –23096799

## 1.9 Pre-Proposal Conference

- 1.9.1 Pre-Proposal Conference of the Applicants shall be convened at the designated date, time and place. A maximum of two representatives of each Applicant shall be allowed to participate on production of an authority letter from the Applicant.
- 1.9.2 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. The date, time and venue of Pre-Proposal Conference shall be:

**Date:** 28<sup>th</sup> November 2024

**Time:** 15:00 Hrs

**Venue:** NITI Aayog (Hybrid mode)

**Meeting Link:** <https://dmeo.webex.com/dmeo/j.php?MTID=mb80e6543970b3d9ee44083ffa86c36f>

Applicants may register for the same until a day prior to the Pre-proposal Conference by submitting the details of their representatives attending the pre-proposal conference at the below link:

**Registration Link:**

<https://docs.google.com/forms/d/e/1FAIpQLSc5drID7QbeuYf28G-4A8jRXfF8VobVtFU4k5LTQhLP9be38w/viewform?usp=sharing>

## 1.10 Communications

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

**Shri Manish Gade**

Economic Officer

Development Monitoring & Evaluation Office (DMEO)

Room No-431, NITI Aayog, Sansad Marg

New Delhi, 110001

Email: [dmeoeval-niti@gov.in](mailto:dmeoeval-niti@gov.in)

Phone: 011 –23096799

- 1.10.2 The Official Website of the Authority is <https://dmeo.gov.in/>

**Note:** Please open <https://dmeo.gov.in/tenders> or GeM-Government e-Marketplace (<https://gem.gov.in/>) to access all the posted and uploaded documents related to this RFP.

- 1.10.3 All communications should have the following caption marked at the top in bold letters:

**RFP for “Development, Revamp and Maintenance of Dashboards of Development Monitoring and Evaluation Office (DMEO), NITI Aayog”**

## 2 Instruction to Applicants

### A. General

#### 2.1. Scope of Proposal

Detailed description of the objectives, scope of services, deliverables and other requirements relating to this Consultancy are specified in this RFP.

- 2.1.1. The term applicant (the “**Applicant**”) means the applicant firm or business or company, as the case may be. 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 final without any right of appeal whatsoever.
- 2.1.2. The Applicant shall submit its Proposal in the form and manner specified in this Section 2 (Instruction to Applicants) 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. The responsibility related to the completion of study in terms of submission of deliverables and achievements of milestones, as prescribed in Terms of Reference, lies with the Applicant.
- 2.1.3. Sub-contracting by the Applicant is not permitted. However, for conducting the security audits the Applicant may engage the respective firm.
- 2.1.4. No Applicant or its Associate shall submit more than one Application for the Consultancy.

#### 2.2.Key Personnel Requirement

The Consultant shall form a multi-disciplinary team (the “Consultancy Team”) for undertaking this assignment. The Consultancy Team shall consist of the following key personnel (the “Key Personnel”) who shall discharge their respective responsibilities as specified below:

Sr. No	Role	Count (Nos)	Responsibilities
1	Project Lead	1	Responsible for translating DMEO’s requirements into technical guidance and ensuring timely deliverables, including SRS, feasibility report, test summary reports, documentation, manuals etc. He/She is also responsible for stakeholder coordination such as NIC, M/Ds etc. Development and overall execution for maintenance of the dashboards and timely resolution of issues, etc. Expertise in languages/frameworks such as Cake php, Laravel,etc and proficiency in HTML, CSS, and JavaScript



			frameworks (React, Angular, Vue.js)), but not limited to these technologies.
2	Sr. UI / UX Designer (Front End)	1	Responsible for end- to-end development, designing, performance issues, etc covering both backend and frontend tasks. Expertise in languages/frameworks such as Cake php, laravel and proficiency in HTML, CSS, and JavaScript frameworks (React, Angular, Vue.js), but not limited to these technologies. Backbone.JS, React.js, React native, Bootstrap/Material-UI), but not limited to these technologies.
3	Sr. Full Stack Software Engineer	5	Node.js(MERN), Parse Server , Redis, MongoDB/MySQL), Laravel framework, Angular.js, MYSQL, High Charts.js), but not limited to these technologies.
4	System cum DBA Administrator	1	MongoDB/MySQL, Windows, CentOS, Ubuntu), but not limited to these technologies.
5	Tester/QA	2	Testing, debugging and preventive maintenance, etc.), tools such as Selenium, Jira, Postman, github, Jenkins, Playwright but not limited to these technologies.

The Applicant shall offer and make available all Key Personnel meeting the requirements specified above.

### 2.3.Conditions of Minimum Eligibility of Applicants

2.3.1. 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.

2.3.2. To be eligible for evaluation of its Proposal, the Applicant shall fulfill the following

(A) General Eligibility of the Applicant: The Applicant must be a legal entity as per Applicable Laws. The 'legal entity' denotes an organization, business structure that is recognized as a distinct entity under law or Not-for-profit organizations registered as a Society or a Trust under Indian Laws or academic institutions. It can be an incorporated Company or LLP under Indian Laws. The Applicant should not have been debarred or blacklisted by the Central Government, any State Government, a Statutory Authority, or a Public-Sector Undertaking, from participating in any consulting assignment.

(B) Technical and Financial Capacity:

<b>SN</b>	<b>Particulars</b>	<b>Documents required</b>
1.	The Applicant should be a legal entity incorporated or established in India	a. Certificate of Incorporation/ Registration b. Copies of Articles of Association in case of company. OR Partnership deed in case of partnership firm. OR Self-Certificate in Letter Head in case of Proprietorship along with GSTIN certificate. OR Bye-laws and certificate of registration in case of registered co-operative societies.
2.	Average Annual Turnover for the last three FY i.e. 2021-22, 2022-23 and 2023-24 would be minimum Rs. 3 Cr.	The Applicant shall enclose with its Proposal, certificate(s) from its Statutory Auditors for the last three FY i.e. 2021-22, 2022-23 and 2023-24 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.
3.	The Applicant should have CMMI(Capability Maturity Model Integration) level 5 Certificate along with ISO 27001 & ISO 9001	Certificate
4	The Applicant must have at least 50 personnel as its manpower.	Declaration on Company Letterhead
5.	The Applicant's experience in design & development of website/dashboard/AMC in Central or State Government Department/PSUs for the last 4 financial years. Minimum 2 work orders with successful completion report of Minimum Order value 50 lakhs.	Copy of Work Order with Completion Certificate with value.

(C) Conditions of Eligibility for Key Personnel: Each of the Key Personnel must fulfill the Conditions of Eligibility specified in the table below. The Applicant should submit attested copies of the CV and form 5 to be filled (APPENDIX-I Form-5: Particulars of Key Personnel)

Sr. N	Role	Total Experience (In Years)	Minimum Educational Qualification	Minimum Length of Relevant Experience
1	Project Lead	10+	B.E/ B.Tech in Computer Science / AI & ML/Data Sciences/ Information Technology/ Electronics or MCA or related field	relevant minimum 3 years' experience and expertise in languages/frameworks such as Java, Oracle, CakePHP, Mysql, Laravel, Angular, Node.js, Park server, MongoDB and proficiency in HTML, CSS, and JavaScript frameworks (React, Angular, Vue.js))
2	Sr. UI / UX Designer (Front End)	7+	B.E/ B.Tech in Computer Science / AI & ML/Data Sciences/ Information Technology/ Electronics or MCA or related field	relevant minimum 3 years' experience and expertise in languages/frameworks such as Java, Oracle, CakePHP, Mysql, Laravel, Angular, Node.js, Park server, MongoDB and proficiency in HTML, CSS, and JavaScript frameworks (React, Angular, Vue.js))
3	Sr. Full Stack Software Engineer	5+	B.E/ B.Tech in Computer Science / AI & ML/Data Sciences/ Information Technology/ Electronics or MCA or related field	relevant minimum 3 years' experience and expertise in languages/frameworks such as Java, Oracle, CakePHP, Mysql, Laravel, Angular, Node.js, Park server, MongoDB and proficiency in HTML, CSS, and JavaScript frameworks (React, Angular, Vue.js))
4	System cum DBA Administrator	5+	B.E/ B.Tech in Computer Science / AI & ML/Data Sciences/ Information Technology/ Electronics	relevant minimum 3 years' experience and expertise in languages/frameworks such as Java, Oracle, CakePHP,

			or MCA or related field	Mysql, Laravel, Angular, Node.js, Park server, MongoDB and proficiency in HTML, CSS, and JavaScript frameworks (React, Angular, Vue.js))
5	Tester/QA	3+	B.E/ B.Tech in Computer Science / AI & ML/Data Sciences/ Information Technology/ Electronics or MCA or related field	relevant minimum 1 years experience and expertise in languages/frameworks such as Java, Oracle, CakePhP, Mysql, Laravel, Angular, Node.js, Park server, MongoDB and proficiency in HTML, CSS, and JavaScript frameworks (React, Angular, Vue.js))

2.3.3. The Applicant should submit a Power of Attorney (POA) as per the format at Form-3 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.

**2.4. Conflict of Interest**

- 2.4.1. 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 reserves the right to take action as per the Bid Security or Bid Security Declaration 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.
- 2.4.2. 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.
- 2.4.3. 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.
- 2.4.4. 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. The principle of Uberrimae Fidei will be applicable to the voluntary

disclosure of the applicant regarding conflict of interest which has to ensure the highest standard of good faith during the disclosure of all material facts that could influence the decision of the other party.

- 2.4.5. Another way is through self-declaration by consultants 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.
- 2.4.6. Another way is through self-declaration by consultants to avoid conflicts of interest through the appropriate grouping of tasks
- 2.4.7. Conflict of interest, for the process of determination, shall include presence of conflict, potential or actual, during one year preceding the last date of bid submission and shall include the factual conspectus related to the personnel specifically indicated as the lead professional of the project team termed as Project Lead and Key Personnels.

## **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, visits to the Authority etc. 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 verification of the documents, reference materials, etc. within the purview of this RFP and the Applicable Laws and regulations or any other matter considered relevant by them.

## **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, with the approval of competent authority.
- 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, the Authority reserves the right to annul the Selection Process.

## **2.9.Clarifications**

- 2.9.1. Applicants requiring any clarification on the RFP may submit their queries online to the Authority through GeM portal (<https://gem.gov.in/>) by logging in through their registered email id before the date mentioned in the Schedule of Selection Process at [Clause 1.7.](#)

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.

- 2.9.2. The Authority reserves the right not to respond to any questions or provide any clarifications, in its sole discretion, and nothing in this Clause 2.9 shall be construed as obliging the Authority to respond to any question or to provide any clarification.

## **2.10. Amendment of RFP**

- 2.10.1. At any time prior to the deadline for submission of Proposal, the Authority may, for any reason, modify the RFP document by the issuance of Amendment and posting it on the Official Website.
- 2.10.2. All such amendments shall be posted on the GeM portal <https://gem.gov.in/> along with the revised RFP containing the amendments and will be binding on all Applicants.
- 2.10.3 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<sup>1\$</sup>.

## **B. Preparation and Submission of Proposal**

### **2.11. 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.

### **2.12. Format and signing of Proposal**

- 2.12.1. The Applicant shall provide all the information sought under this RFP. The Authority would evaluate only those Proposals that are received in the specified forms and complete in all respects.
- 2.12.2. The Applicant shall submit its bid in the electronic form on or before the date and time as mentioned in the Schedule of Selection Process at [Clause 1.7](#)
- 2.12.3. Bids along with all the scanned copies of the document should be submitted in the electronic form only through the GEM e-tendering system as mentioned above. Before the bid documents are uploaded, all attached documents should be signed using digital signatures of the authorised representative (the “**Authorised Representative**”) as detailed below –
- (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 Notorised Power of Attorney, in case of a Limited Company or a corporation;

A Notorised 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

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<sup>1</sup> \$ 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

Appendix-I (Form-3) shall be uploaded along with the Proposal.

2.12.4. The following documents shall be sent separately to the Authority in original through Speed Post/Registered Post or delivered by hand to the person specified in the [Clause 1.11.1](#) in a sealed envelope:

a) Notorised Power of Attorney as required under Clause 2.12.3 prior to the award of contract and,

b) Insurance Surety Bond/Demand Draft/Account Payee/ Fixed deposit/ Receipt/ Banker's Cheque /Bank Guarantee (including e-Bank Guarantee) towards Bid Security or Bid Security Declaration, as required under [Clause 2.19](#). 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 no later than 5 (five) working days after the bid opening (Opening of Proposals).

Kindly note that, the proposal shall be rejected if hard copy of the Bid security or Bid Security Declaration is not submitted no later than 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.

The envelope specified in this Clause 2.12.4 shall clearly bear the following identification:

**RFP for “Development, Revamp and Maintenance of Dashboards of Development Monitoring and Evaluation Office (DMEO), NITI Aayog”**

If this envelope is not sealed and marked as instructed above, NITI Aayog assumes no responsibility for the misplacement or premature opening of the contents of the Bid and consequent losses, if any suffered by the bidder.

Please note that, if the above documents are not submitted in original (hard copy) form as above, or if there is any discrepancy found between the above documents submitted in original (hard copy) form and that submitted on the GeM Portal, the award of this Consultancy may be liable to cancellation and the bid security shall be forfeited or the action shall be taken as per the bid security declaration, as the case may be, against the Consultant.

2.12.5. 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 uploaded on the GeM portal by the closing time of Proposal Due Date as specified in Clause 2.16.1. 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 2.23](#).

2.12.6. The Authority is neither a party nor a principal in the relationship between the Applicant and the organisation hosting the e-procurement portal (hereinafter called the Portal). Applicants must comply with the rules, regulations, procedures, and implied conditions/ agreements of the eProcurement portal, including registration, compatible Digital Signature Certificate (DSC) etc. Consultants shall settle clarifications and disputes, if any, regarding the Portal directly with them.



## 2.13. Technical Proposal

2.13.1. Applicants shall submit the technical proposal online in the formats at [Appendix-I](#) (the “**Technical Proposal**”).

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

- (a) The Bid Security or Bid Security Declaration is provided;
- (b) All scanned copies of the 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) Duly signed CVs of all Key Personnel have been included in view of clause 2.13.6;
- (e) Key Personnel and other professional personnel have been proposed only if they meet the Conditions of Eligibility laid down at Clause 2.3.2 (C) 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 or digitally signed by the respective Personnel, and digitally countersigned by the Applicant. A copy of the CV signed by respective Key Personnel, duly digitally countersigned by the authorised signatory, shall be accepted. If 50%, i.e. 2 out of 4 CVs are not signed by the key personnel, the evaluation should be carried without considering these unsigned CVs and, if this Consultant is still a winner, the signed CVs should be submitted by the Selected Consultant before the award of contract. The replacement of such key personnel would not be allowed before the award of the contract unless such key personnel are found to be ineligible as per the Clause 2.24.1. If 75%, i.e. 3 out of 4 of the CVs are not signed by the respective proposed key personnel, the proposal should be termed as non-responsive and rejected at the technical evaluation stage.
- (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) The proposal is responsive in terms of Clause 2.21.3.

2.13.3. Failure to comply with the requirements spelt out in this Clause 2.13 shall make the Proposal liable to be rejected.

2.13.4. 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) year. The award of this Consultancy to the Applicant may also be liable to cancellation in such an event.

2.13.5. The Technical Proposal shall not include any financial information relating to the Financial Proposal. If done so, the bidder is liable to be rejected.

2.13.6. 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 2.2](#) 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-5 of Appendix-I.

2.13.7. 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.

2.13.8. 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, 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 reserves the right to take action as per the Bid Security or Bid Security Declaration 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.

## **2.14. Financial Proposal**

2.14.1. Applicants shall submit online the financial proposal in the formats at Appendix-II (the “**Financial Proposal**”, clearly indicating the total cost of the Consultancy (Item [F] of Form-2 of Appendix-II) in both figures and words, in Indian Rupees (INR or ₹), 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.

2.14.2. While submitting the Financial Proposal, the Applicant shall ensure the following:

- i All the costs associated with the assignment shall be included in the Financial Proposal. These shall cover remuneration for all the Personnel, security audit, 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.
- ii 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.

iii Costs (including breakdown of costs) shall be expressed in INR.

## **2.15. Submission of Proposal**

- 2.15.1. The Applicants shall submit electronically the Proposal with all pages numbered serially and by giving an index of submissions. Each page of the submission shall be digitally signed 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 the 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.
- 2.15.2. The proposal shall need to be submitted online on the GeM Portal itself; manual/offline bids shall not be accepted under any circumstances. Also, the applicant shall have to separately send Bid Security or Bid Security Declaration and Notorised Power of Attorney in original hard copy to the Authority as specified in the Clause 2.12.4
- 2.15.3. The Technical and Financial bids must be submitted online in their respective folders, one clearly marked “**Technical Proposal**” and the other clearly marked “**Financial Proposal**”. The folder marked —Technical Proposal shall contain:
- i Application in the prescribed format ([Form-1 of Appendix-I](#)) along with Forms 2 to 10 of Appendix-I and supporting documents; and
  - ii Scanned copy of Bid security Declaration or Bid Security Declaration as specified in [Clause 2.19.1](#)

The folder marked —Financial Proposal shall contain the Financial Proposal in the prescribed format (Forms 1, 2 & 3 of [Appendix-II](#)).

- 2.15.4. All pages of the Technical Proposal and Financial Proposal must be numbered and digitally signed by the Authorised Representative of the Applicant.
- 2.15.5. The complete Proposal must be submitted online on or before 17:00 hours on the Proposal Due Date specified in Clause 1.8. Proposals submitted by post, fax, telex, telegram, in-person or e-mail shall not be entertained.
- 2.15.6. The Proposal shall be made in the Forms specified in this RFP. Any attachment to such Forms must be provided on separate pages and only information that is directly relevant should be uploaded. This may include scanned photocopies of the relevant pages of printed documents. No separate documents like printed annual statements, company brochures, etc. will be entertained.
- 2.15.7. The rates quoted shall be firm throughout the period of performance of the assignment up to and including acceptance of the Consultancy by the

## **2.16. Proposal Due Date**

- 2.16.1. Proposal should be submitted online on the GEM portal, on or before 17:00 hours on the Proposal Due Date specified in [Clause 1.7](#) in the manner and form as detailed in this RFP. The Applicant is advised to retain the acknowledgement of the online submission of the bid for future reference.
- 2.16.2. The Authority may, in its sole discretion, extend the Proposal Due Date by issuing an Addendum in accordance with [Clause 2.10](#) uniformly for all Applicants.

## **2.17. Late Proposals**

Proposals submitted after the due date will not be accepted by the GeM portal and hence will automatically be rejected. DMEO will in no case be responsible if the bid is not submitted online within the specified timelines.

## **2.18. Modification/ substitution/ withdrawal of Proposals**

- 2.18.1. The Applicant may modify, substitute, or withdraw its proposal by logging into the GEM portal prior to the proposal due date and time.
- 2.18.2. No Proposal shall be modified, substituted, or withdrawn by the Applicant on or after the Proposal Due Date.
- 2.18.3. Any request for alteration / modification in the Proposal or additional information or material supplied subsequent to the Proposal Due Date shall be disregarded.

## **2.19. Bid Security**

- 2.19.1. The Applicant shall furnish as part of its Proposal, a **bid security of ₹ 15 lakhs** in the form of Insurance Surety Bonds/Demand Draft/ Account Payee/ Fixed Deposit/ Receipt/ Banker's Cheque /Bank Guarantee (including e-Bank Guarantee) issued by one of the Nationalised/ Scheduled Banks in India in favour of PAO, NITI Aayog payable at New Delhi, except 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 [or Startups as recognized by Department for Promotion of Industry and Internal Trade (DPIIT)].
- 2.19.2. Bid security is returnable not later than 30 (thirty) days from PDD except in case of the two highest ranked Applicants as required in [Clause 2.24.1](#). In the event that the first ranked Applicant commences the assignment as required in [Clause 2.29](#), 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. After the award of the contract, the Selected Applicant's Bid Security shall be returned within 30 (thirty) days on receipt of the performance security in accordance with the provisions thereof. Bid securities of the unsuccessful bidders during first stage i.e. technical evaluation, would be returned within 30 days of declaration of results of the technical evaluation. In case of government owned universities/academic institutions, the Applicant shall furnish, as part of its Proposal, a Bid Security Declaration (instead of bid security) as per format specified in Appendix-I Form-10. Universities/academic institutions (hereunder referred to as universities/institutions) should be recognized by University Grant Commission or any State or the Central Government.

- 2.19.3. Any Bid not accompanied by the Bid Security or Bid Security Declaration or MSME Registration certificate, as the case may be, shall be rejected by the Authority as non-responsive.
- 2.19.4. The authority shall not be liable to pay any interest on the Bid Security and the same shall be interest free.
- 2.19.5. 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 Authority reserves the right to forfeit the bid security or take action as per the Bid Security Declaration 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 2.24.1;
  - e. In the case of a Selected Applicant, if the Applicant fails to sign the Agreement or commence the assignment as specified in Clauses [2.28](#) and [2.29](#) respectively; or
  - f. If the Applicant is found to have a Conflict of Interest as specified in [Clause 2.4](#).

## **2.20. Performance Security**

- 2.20.1. 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
- 2.20.2. 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 2.20, which may be forfeited and appropriated in accordance with the provisions hereof. Performance Security may be furnished in the form of Insurance Surety Bond/Bank Guarantee (including e-Bank Guarantee), Account Payee Demand Draft, Fixed Deposit receipt issued by one of the Nationalized/Scheduled Banks in India.
- 2.20.3. Bid security shall be refunded to the successful bidder on receipt of Performance Security.

## **C. Evaluation Process**

### **2.21. Evaluation of Proposals**

- 2.21.1. The Authority shall open the Proposals at 17:00 hours on the next working day after the Proposal Due Date 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.
- 2.21.2. Proposals withdrawn prior to proposal due date shall not be considered for evaluation in accordance with [Clause 2.18](#).
- 2.21.3. 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 may be considered responsive if:

- a. The Technical Proposal is received in the form specified at Appendix-I; (All forms to be scanned and uploaded in pdf form on GeM Portal duly signed by the authorized signatory, statutory auditor and/or key personnel, as applicable)
- b. It is received by the Proposal Due Date including any extension thereof pursuant to [Clause 2.16](#);
- c. It is accompanied by the Bid Security or Bid Security Declaration Form as specified in Clause 2.19.1.
- d. It is digitally signed, numbered and submitted as stipulated in Clauses [2.12](#) and [2.15](#);
- e. It is accompanied by the Power of Attorney as specified in Clause 2.3.3;
- 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.

2.21.4. 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.

2.21.5. 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.

2.21.6. 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](#).

2.21.7. Applicants are advised that selection shall be based on their meeting various criteria enumerated in the different clauses of the RFP. 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.

2.21.8. 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.

2.21.9. Deviations/Omissions: During the evaluation of proposals, the following definitions apply:

- a. "Deviation" is a departure from the requirements specified in the RFP document;
- b. "Omission" is failing to submit part or all of the information or documentation required in the RFP Document;

The decision of the Authority shall be final in this regard.

## **2.22. 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.

### **2.23. Clarification**

- 2.23.1. 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.
- 2.23.2. If an Applicant does not provide clarifications sought under Clause 2.23.1 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.

## **D. Appointment of Consultant**

### **2.24. Negotiations**

- 2.24.1. The Selected Applicant may, if necessary, be invited for negotiations. The negotiations shall generally 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. There shall be no change in the scope of the work/services during negotiation. **Up to two Key Personnel** who is/are not eligible as required under [Clause 2.3.2 \(C\)](#) shall be replaced by the Applicant with better candidate (s) to the satisfaction of the Authority. In case the Selected Applicant fails to reconfirm its commitment, the Authority reserves the right to forfeit the bid security or Bid security declaration of the Applicant in accordance with the provisions of [Clause 2.19.5](#).
- 2.24.2. 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.
- 2.24.3. Before issuing a Letter of Award (LoA) to the successful Applicant, the Authority may, at its discretion, ask the selected Applicant to submit self-attested copies of **relevant certificates for minimum educational qualifications and proof of relevant experiences, given in the CVs in the proposal, of the Key Personnel for verification**. If so decided, the photocopies of such self-certified documents shall be verified and signed by the competent officer and kept in the records as part of the contract agreement. If the consultant fails to provide such originals or in case of substantive discrepancies in such documents, the proposal will be considered as non-responsive and rejected thereon. In such cases, the Authority may forfeit the Bid Security or/and initiate suitable action as per the provision of Bid Security Declaration.

- 2.24.4. As a pre-requisite to the negotiations, the Selected Applicant shall confirm the availability of all Key Personnel included in the Proposal. Failure to confirm the Key Personnel availability may result in the Applicant's Proposal being declared non-responsive and the Authority proceeding to negotiate the Contract with the next-ranked responsive applicant. Notwithstanding the above, the substitution of Key Personnel at the negotiations may be considered if due solely to circumstances outside the reasonable control of and not foreseeable by the applicant, including but not limited to death or medical incapacity. In such a case, the Selected Applicant shall offer a substitute Key Personnel within the period specified in the invitation letter to negotiate the Contract, who shall have equivalent or better qualifications and experience than the original candidate. Authority reserves its right to seek during negotiations the replacement of the Key Personnel, subject to the maximum limit of two, who are found to be ineligible
- 2.24.5. The negotiations are concluded with a review of the finalized draft Contract, which shall be initiated by the Authority and the Applicant's authorized representative. If the negotiations fail, the Authority shall inform the Applicant in writing of all pending issues and disagreements and provide a final opportunity for the Applicant to respond. If disagreement persists, the Authority shall declare the proposal non-responsive, informing the Applicant of the reasons for doing so. The Authority shall invite the next-ranked responsive Applicant to negotiate a Contract. Once the Authority commences negotiations with the next-ranked Applicant, the Authority shall not reopen the earlier negotiations. In case, the second ranked applicant is invited for negotiation, the lower cost, as per financial proposals, between the highest ranked applicant and the second highest ranked applicant shall be offered to the second highest ranked applicant for the award of contract.

## **2.25. Substitution of Key Personnel**

- 2.25.1. 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 medical incapacity or death, subject to equally or better qualified and experienced personnel being provided to the satisfaction of the Authority.
- 2.25.2. 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 medical incapacity or death. 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 10% (ten per cent) of the remuneration specified for the original Key Personnel shall be deducted from the payments due to the Consultant. Such deduction from the remuneration specified for the original Key Personnel shall be deducted from the date of the replacement till completion of contract. In the case of a second substitution hereunder, such deduction shall be 20% (twenty 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.
- 2.25.3. Substitution of the Team Leader will not normally be considered and may lead to disqualification of the Applicant or termination of the Agreement.
- 2.25.4. In case the Authority is not satisfied with the performance of any Key Personnel, the Authority may initiate a request for substitution of such Key Personnel. This substitution will



also be subject to payment deductions as described in Clause 2.25.2.

## **2.26. Indemnity**

The Consultant shall, subject to the provisions of the Agreement, indemnify the Authority for an amount not exceeding 3 (three) times the value of the Agreement for any direct loss or damage that is caused due to any deficiency in services.

## **2.27. 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, reserves the right to take action as per the Bid Security or Bid Security Declaration 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.

## **2.28. Execution of Agreement**

After acknowledgement of the LOA as aforesaid by the Selected Applicant, the Selected Applicant shall not be entitled to seek any deviation in the Agreement.

## **2.29. 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 2.28 or commence the assignment as specified herein, the Bid Security of the Consultant shall be forfeited or action shall be undertaken by the Authority as per the Bid Security Declaration in accordance with the provisions of Clause 2.19.4.

## **2.30. Proprietary Data**

Subject to the provisions of Clause 2.22, 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, analyzed, processed or in whatever manner provided by the Consultant to the Authority in relation to the Consultancy shall be the property of the Authority. The Consultant shall make suitable arrangements for the preservation of data collected during the dashboard development, revamp and maintenance, etc., relating to the Project in electronic form and this shall be shared with the Authority at the time of handover. The ownership of all such data shall remain with the Authority. All data compiled during the consultancy assignment shall be transferred to the authority. No data collected in context of the development, revamp and maintenance may be destroyed or otherwise disposed of or given to any other organization/individual, unless so approved by 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 based on Applicant’s experience, proposed methodology and Work Plan, and the experience and qualifications of the proposed Key Personnel. Only those Applicants whose Technical Proposals get a score of 70 (seventy) marks or more out of 100 (one hundred) shall qualify for further consideration and shall be ranked from highest to the lowest based on their technical score.
- 3.1.2 A Proposal shall be rejected if three or more Key Personnel are not eligible. In case the Selected Applicant has one or two Key Personnel who is/are not eligible, she/ they would have to be replaced during negotiations, with better candidate (s) who, in the opinion of the Authority, would be eligible as per the [Clause 2.3.2 \(C\)](#). However, if the team leader is found not eligible then the proposal will be rejected.
- 3.1.3 Technical score ( $S_T$ ) is calculated by considering the highest Technical Proposal ( $T_{Max}$ ) will be given a technical score ( $S_T$ ) of 100 points. The technical scores of other proposals will be computed as follows:  $S_T = 100 \times T / T_{Max}$  ( $T$  = absolute score of Technical Proposal)
- 3.1.4 The scoring criteria to be used for evaluation shall be as follows.

Parameters		Max Marks
1.	Average Turnover for the last three FY i.e. 2020-21, 2021-22 and 2022-23. More than 3 Cr. and Less than or equal to 5 Cr.= 3 marks More than 5 Cr and Less than or equal to 10 Cr = 6 marks More than 10 Cr. and Less than or equal to 20 Cr = 8 marks More than 20 Cr. = 10 marks	10
2.	Applicant Should have CMMI level 5 Certificate along with ISO 27001 & ISO 9001 i. CMMI Level 5 Ver 1.3 With ISO 27001 & ISO 9001 - 7 marks ii. CMMI level 5 Ver 2.0 with ISO 27001 & ISO 9001 - 10 marks	10
3.	Applicant must have technical personnel on their payroll (No of resources more than 100 =5 Marks, No of resources for 50 to 100 = 2 Marks, No of resources below 50 = 1 Marks).	5
4.	Applicant must have the lead key personnel(s) with necessary qualifications (as per the eligibility criteria) and minimum experiences as below Project lead (Maximum 7 marks) ● 10 -12 years: 3 marks	25

	<ul style="list-style-type: none"> <li>● Above 12 years -15 years: 4 marks</li> <li>● Above 15 years: 7 marks</li> </ul> <p>Sr. UI / UX Designer (Front End) (Maximum 4 marks)</p> <ul style="list-style-type: none"> <li>● 7 years to 10 years: 2 marks</li> <li>● Above 10 years: 4 marks</li> </ul> <p>Sr. Full Stack Software Engineer (Maximum 2 marks for each)</p> <ul style="list-style-type: none"> <li>● 5 years to 7 years: 1 marks</li> <li>● Above 7 years: 2 marks</li> </ul> <p>System Cum DBA Administrator (Maximum 2 marks)</p> <ul style="list-style-type: none"> <li>● 5 years to 7 years: 1 marks</li> <li>● Above 7 years: 2 marks</li> </ul> <p>Tester (Maximum 1 marks for each)</p> <ul style="list-style-type: none"> <li>● 3 years to 5 years: 0.5 marks</li> <li>● Above 5 years: 1 marks</li> </ul>	
5.	<p>Eligible Assignments: Each eligible assignment with value:</p> <ul style="list-style-type: none"> <li>● ₹ 0.25 crore to ₹ 0.50 crore: 0.5 mark</li> <li>● Above ₹ 0.50 crore –₹ 1 crore: 1 mark</li> <li>● Above ₹ 1 crore –₹ 2 crore: 2 marks</li> <li>● Above ₹ 2 crore: 3 marks</li> </ul> <p>Maximum 10 assignments can be submitted by the applicant.</p>	30
6.	<p>1. Technical Presentation (Understanding of project (6 marks), <i>Grading:</i> <i>Very Good -6,</i> <i>Good- 4</i> <i>Satisfactory-2</i> <i>Unsatisfactory-0</i></p> <p>2. Proposed project plan for revamp and maintenance (6 marks), <i>Grading:</i> <i>Very Good -6,</i> <i>Good- 4</i> <i>Satisfactory-2</i> <i>Unsatisfactory-0</i></p> <p>3. Proposed wireframes, along with timelines (8 marks) <i>Grading:</i> <i>Very Good -8,</i> <i>Good- 6</i> <i>Satisfactory-4</i> <i>Unsatisfactory-0</i></p>	20

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### 3.1.5 Eligible Assignments

For the purposes of determining Conditions of Eligibility and for evaluating the Proposals under this RFP, the following projects shall be deemed as eligible assignments (the “**Eligible Assignments**”):

- Providing AMC/Portal/Dashboard including development of dashboard for the Union/State Government, regulatory commission, statutory authorities, public sector entities.
- Provided that the Eligible Assignments have been completed in the 4 (four) financial years preceding the PDD
- Provided that the Applicant firm claiming credit for an Eligible Assignment shall have value of at least Rs 25 (twenty-five) lakhs for such assignment.
- For the Eligible Assignments, the Applicant shall provide requisite supporting documents such as copies of contracts, agreements etc. The value for the assignment should be clearly mentioned in the supporting documents provided. In the absence of supporting documents with requisite details, the assignment will not be considered as an Eligible Assignment

### 3.2 Shortlisting of Applicants

The technical qualified applicants shall be short-listed for financial evaluation in the second stage.

### 3.3 Evaluation of Financial Proposals

- 3.3.1 In the second stage, the financial evaluation will be carried out as per Clause 3.3. The financial score ( $S_F$ ) for the applicant will be arrived at based on the formula given in clause 3.3.3.
- 3.3.2 For financial evaluation, the total cost indicated in the Financial Proposal will be considered
- 3.3.3 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 fulfill its obligations as per the TOR within the total quoted price shall be that of the Consultant The lowest Financial Proposal ( $F_{Min}$ ) will be given a financial score ( $S_F$ ) of 100 points. The financial scores of other proposals will be computed as follows:

$$S_F = 100 \times F_{Min}/F$$

(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 0.70 and 0.30 respectively.

- 3.4.2 The Selected Applicant shall be the first ranked Applicant (having the highest combined score). The Authority reserves the right to take action as per the Bid Security Declaration in accordance with the provisions of [Clause 2.19.5](#), in case the first-ranked Applicant withdraws, or fails to comply with the requirements specified in Clauses [2.24](#), [2.28](#) and [2.29](#), 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, anti-competitive practice, coercive practice, conflict of interest, obstructive practice in the Selection Process. In such an event, the Authority shall, without prejudice to its any other rights or remedies, take action as per the Bid Security or Bid Security Declaration, or forfeit and appropriate the 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, anti-competitive practice, conflict of interest, obstructive practice or /'anti-competitive practice, conflict of interest, obstructive practice or coercive 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, anti-competitive practice, conflict of interest, obstructive practice or anti-competitive practice, conflict of interest, obstructive practice or coercive 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 making an offer, solicitation or acceptance of a bribe, reward ,gift or any material benefit in exchange for an unfair advantage in the Procurement Process or to otherwise influence the Procurement Process
- (b) **“Fraudulent practice”** means any omission or misrepresentation that may mislead or attempt to mislead so that financial or other benefits may be obtained or an obligation

avoided. Such practices include a false declaration or false information for participation in a Procurement Process or to secure a Contract, or in the execution of the agreement

(c) “**Coercive practice**” means harming or threatening to harm persons or their property to influence their participation in the Procurement Process or affect the execution of the agreement

(d) “**Anti-competitive practice**” means any collusion, Proposal-rigging or anti-competitive arrangement, or any other practice including cartels coming under the purview of the Competition Act, 2002, between two or more Applicants, with or without the knowledge of the Authority, that may impair the transparency, fairness, and the progress of the Procurement Process or to establish Proposal prices at artificial, non-competitive levels

(e) “**Conflict of interest**” means participation by a bidding firm or any of its affiliates who are either involved in the Consultancy Contract to which this procurement is linked; if they are part of more than one Proposal in the procurement; or if their personnel have a relationship or financial or business transactions with any official of Authority who are directly or indirectly related to tender or execution process of contract; or improper use of information obtained by the (prospective) Applicant from the Authority with an intent to gain unfair advantage in the Procurement Process or for personal gain

(f) “**Obstructive practice**” means materially impeding Authority’s investigation into allegations of one or more of the above-mentioned prohibited practices either by deliberately destroying, falsifying, altering; or by concealing evidence material to the investigation; or by making false statements to investigators and/ or by threatening, harassing or intimidating any party threatening, harassing or intimidating any party to prevent it from disclosing its knowledge of matters relevant to the investigation or from pursuing the investigation, or by impeding the Authority’s rights of an audit or access to information

## 5 Miscellaneous

5.1. 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.

5.2. 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.

5.3. 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.

5.4. 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.

5.5. 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: Terms of Reference**

(See Clause 1.1.4)

**TERMS OF REFERENCE**

**FOR**

**Development, Revamp and Maintenance of Dashboards  
of Development Monitoring and Evaluation Office  
(DMEO), NITI Aayog**

## 1. Project Background

- 1.1. The current ecosystem consists of four dashboards (details in **Annexure A**), each developed in different technologies:
  - 1.1.1. **OOMF**: Built with **Java, Oracle** (requires a complete revamp and ongoing maintenance).
  - 1.1.2. **DGQI**: Built with **CakePhp, Mysql** (requires revamp and ongoing maintenance)
  - 1.1.3. **PM Sectoral Dashboard**: Built with **Node.js, Park server, MongoDB etc.** (requires a complete revamp and ongoing maintenance).
  - 1.1.4. **GIRG**: Built with **Laravel, Angular, MySql** (requires routine maintenance and feature enhancements)
  - 1.1.5. The primary goal is to integrate all dashboards into a unified platform, using open-source tools and technologies, that allows centralized governance, monitoring, and user access control, centralized repository of necessary documents/files, APIs, visualization and analytics etc., while ensuring the ongoing maintenance of all dashboards, both during and after the revamping process.

## 2. Scope of Work

The project includes the following key components:

### 2.1. Unified Governance Platform

- 2.1.1. **API Gateway**: Implement a unified API gateway to manage requests and routing between the four dashboards. Also ensuring that the APIs provision for integration with other government MIS systems.
- 2.1.2. **Unified Authentication**: Implement a centralized authentication system (e.g., OAuth2, JWT) with Single Sign-On (SSO) across all dashboards.
- 2.1.3. **Unified Front-End**: Develop a single, cohesive front-end for users to access all four dashboards using micro-frontend architecture or a similar approach.
- 2.1.4. **Centralized Monitoring & Logging**: Deploy a centralized monitoring and logging solution (e.g., ELK Stack, Prometheus, Grafana) to monitor the performance and logs of all four dashboards.
- 2.1.5. Centralized End-User Support /Ticketing system
- 2.1.6. Documentation, repository, and training plans
- 2.1.7. All dashboards should be as per GIGW guidelines
- 2.1.8. **Project Management Tool**- It is to be ensured that a project management tool is deployed for proper monitoring and review of activities related to development of dashboard and AMC. It is also stated that the login access is to be shared with DMEO & NIC teams.

### 2.2. Dashboard Revamping and Maintenance

- 2.2.1. **OOMF (Java)**: Revamp the dashboard using the latest Java frameworks or migrate to another stack (if recommended) to improve performance, GUI, scalability, security, etc with significant upgrades. Provide on-going maintenance during the revamp process and beyond.

- 2.2.2. **DGQI (CakePHP)**: Revamp the dashboard, feature enhancements, routine maintenance, and performance improvements, etc
- 2.2.3. **PM Sectoral Dashboard(Node.js)**: Revamp the dashboard using a modern technology stack (e.g., Laravel, Node.js, Java) with significant upgrades. Ensure ongoing maintenance throughout the revamp process and after completion.
- 2.2.4. **Re-architecture**: Break down these systems into micro-services to facilitate integration with other governance platform.
- 2.2.5. **Response time for end-users**: The response time of dashboard navigation should be as per industry standard.
- 2.2.6. **Routine Maintenance**: After the development and deployment of the dashboards, it will require routine maintenance.

### 2.3. Routine Maintenance for Existing Dashboards

- 2.3.1. **GIRG(Laravel)**: Provide routine maintenance and enhancements, ensuring the dashboard is up-to-date and in line with organizational requirements.
- 2.3.2. **OOMF,DGQI and PM Sectoral Dashboard (CakePHP/Node.js/Java)**: Alongside the revamping effort, these dashboards in their current form will require ongoing maintenance (till revamped dashboards goes live), including:
  - **Performance optimization.**
  - **Security updates and patches.**
  - **Bug fixes.**
  - **Feature enhancements.**
  - **Support for integrations with the unified platform.**
  - **API provision for integration with M/Ds MIS**

### 2.4. Unified Reporting and Analytics

Develop an integrated reporting and analytics system that pulls data from all four dashboards and presents respective dashboards individual reports and unified reports through the governance platform.

### 2.5. Data Management

Integrate the existing databases of the four dashboards into a unified data management strategy, either by connecting them through APIs or creating a centralized data warehouse/lake. Ensure that data porting is carried out from existing dashboards to the new revamped versions.

### 2.6. Security and Compliance

- Ensure all dashboards comply with security standards (e.g., encryption, RBAC, DPDP and GIGW compliance).
- Conduct regular security audits, penetration tests, and ensure timely patch management.

**2.7.** For an indicative list for existing challenges and enhancements in each dashboard, please refer to **Annexure B**. In addition, it is suggested that the Consultant does a detailed gap study and feasibility to propose changes for the 4 dashboards and action plan, within one month after issuance of the work order.

### **3. Deliverables and Duration of Contract**

The deliverables are mentioned below –

- i. Planning phase: final gap study, feasibility study and SRS.
- ii. Development Phase: revamp of all three dashboards and deployment - User Acceptance Testing (UAT) completion.
- iii. Deployment phase: completion of all the dashboards(revamp) and approval by Authority, including submission of all deliverables, final testing, handover.
- iv. AMC of four dashboards

The period of engagement shall be for 3 (three) years (from the date of the Work Order issued) which may be extended further for 1 (one) year based on the performance, satisfactory delivery, project requirement/extensions etc. and the mutual agreement between DMEO, NITI Aayog and the selected bidder . The revamp of the 3 dashboards have to be completed within 6 months period, subject to necessary UAT(User Acceptance Testing) acceptance and successful deployment, and the AMC(including performance, bug fixing, security audits etc.) will continue for the remaining duration. The extension would be on the same terms & conditions and on the basis of mutual agreement of both the parties.

### **4. Payment Terms**

Bill in duplicate of the services needs to be provided by the selected bidder based on milestones achieved along with other work reports vetted by the Project In charge of DMEO. The payment will be made subject to satisfactory progress made as per scope of work and timelines defined. No claim for interest in case of delayed payment will be entertained by DMEO.

#### **A. Milestone based payments for revamp of 3 dashboards**

- i. 20% of total cost on submission of final gap study, feasibility study and SRS.
- ii. 30% of total cost after revamp of all 3 dashboards and deployment after successful User Acceptance Testing (UAT) completion.
- iii. 35% Upon successful completion of the project, submission of all deliverables, final testing, handover, and acceptance by DMEO
- iv. 15% of the total contract value will be retained as a performance guarantee for a period of 6 months after project completion to cover any latent defects or performance issues. The retention money will be released after 6 months, subject to satisfactory performance and resolution of any issues that may arise.

#### **B. For AMC of all 4 dashboards**

- i. Payment will be done on quarterly basis, upon satisfactory services acceptance by DMEO

## **5. Reporting**

The Consultant will work closely with the Authority. The Authority has established a Working Group (the “WG”) 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

## **6. Meetings**

The Authority may review with the Consultant, any or all of the documents and advice forming part of the Consultancy, in meetings and conferences which will be held at the Authority’s office. No TA/DA is applicable at the part of the Authority.

## **7. Results/Deliverables**

The deliverables 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 acceptance by the Authority of all the Deliverables of the Consultant and execution of the Agreement. The Consultancy shall in any case be deemed to be completed by mutual consent of the Authority and the Consultant.

## **Schedule 2: Form of Agreement**

(see clause 2.1.2)

AGREEMENT

FOR

Development, Revamp and Maintenance of Dashboards of Development Monitoring and  
Evaluation Office (DMEO), NITI Aayog

## Terms of Agreement

### Consultancy for“ Development, Revamp and Maintenance of Dashboards of Development Monitoring and Evaluation Office (DMEO), NITI Aayog”

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 Development Monitoring & Evaluation Office (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 shall include their respective successors and permitted assigns).

#### WHEREAS

- a. The Authority vide its Request for Proposal for **Development, Revamp and Maintenance of Dashboards of Development Monitoring and Evaluation Office (DMEO), NITI Aayog** (hereinafter called the **Development, Revamp and Maintenance for the“ Development, Revamp and Maintenance of Dashboards of Development Monitoring and Evaluation Office (DMEO), NITI Aayog”**(hereinafter called the “**service**”)
- 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.
- e. NOW, THEREFORE, the parties hereto hereby agree as follows:

### 1. General Terms of Agreement

#### 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) “**Agreement**” means this Agreement, together with all the Annexes.
  - (b) “**Agreement Value**” shall have the meaning set forth in [Clause 6.1.2](#);
  - (c) “**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;
  - (d) “**Confidential Information**” shall have the meaning set forth in [Clause 3.3](#);
  - (e) “**Conflict of Interest**” shall have the meaning set forth in [Clause 3.2](#) of the Agreement read with the provisions of RFP.
  - (f) “**Dispute**” shall have the meaning set forth in [Clause 9.2.1](#) of the Agreement.

- (g) “**Effective Date**” means the date on which this Agreement comes into force and effect pursuant to [Clause 2.1](#)
- (h) “**Government**” means the Government of India
- (i) “**INR, Re. or, Rs**” means Indian Rupees.
- (j) “**Personnel**” means persons hired by the Consultant as employees and assigned to the performance of the Services or any part thereof.
- (k) “**RFP**” means the Request for Proposal document in response to which the Consultant’s proposal for providing Services was accepted.
- (l) “**Services**” means the work to be performed by the Consultant pursuant to this Agreement, as described in the Scope of Work.

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. General Terms with Service Level 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 para 10

## **1.4 Governing law and jurisdiction**

This Agreement, its meaning and interpretation, and the relation between the parties shall be governed by the Laws of India for the time being in force. Irrespective of the place of delivery, the place of performance or the place of payments under the agreement, the agreement shall be deemed to have been made at the place from which the Letter of Award (LoA or Agreement, in absence of LoA) has been issued. Unless otherwise specified in the agreement, the courts of such a place shall alone have jurisdiction to decide any dispute arising out or in respect of the agreement.



## 1.5 Language

All notices required to be given by one Consultant to the other Consultant 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 Consultant to the other Consultant 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 1.9](#) of the Agreement 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 1.9](#) 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 Consultant to the other Consultant, 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 at DMEO, NITI Aayog in accordance with the provisions of RFP and at such locations as are incidental thereto, including the offices of the Consultant.

## 1.9 Authorized Representatives

1.9.1. 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 1.9.

1.9.2. 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: .....

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

.....

.....

Tel: .....

Mobile: .....

Email: .....

### **1.10 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.

### **1.11 Communications**

All communications under the agreement shall be served by the parties to each other in writing, in the agreement's language, and served in a manner customary and acceptable in business and commercial transactions. The effective date of such communications shall be either the date when delivered to the recipient or the effective date mentioned explicitly in the communication, whichever is later. No communication shall amount to an amendment of the terms and conditions of the agreement, except a formal letter of amendment of the agreement expressly so designated.

## **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 Authority reserves the right to take action as per the Bid Security or Bid Security Declaration Form.

### **2.4. Expiry of Agreement**

Unless terminated earlier according to [Clauses 2.3](#) or [2.9](#), this Agreement will expire under

three years from the Effective Date, unless extended by mutual consent of the Parties.

## **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**

There shall be no modification in the terms and conditions of this Agreement unless the reasons are beyond the control of both parties, i.e., the Applicant and the Authority. In no circumstances, the cost should be higher than the agreement value due to modifications in the terms and conditions.

## **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 an Consultant, and which makes a Consultant’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 Consultant 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 an Consultant or employees, nor (ii) any event which a diligent Consultant 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 an Consultant 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 Consultant 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) An Consultant affected by an event of Force Majeure shall take all reasonable measures to remove such Consultant's inability to fulfil its obligations hereunder with a minimum of delay.
- (b) An Consultant affected by an event of Force Majeure shall notify the other Consultant 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 an Consultant shall, pursuant to this Agreement, complete any action or task, shall be extended for a period equal to the time during which such Consultant was unable to perform such action as a result of Force Majeure.

#### 2.7.5. 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 21 (twenty one) 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 21 (twenty one) 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 21 (twenty one) 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 takes 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 2.9 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 Consultant may have under this Agreement or the Applicable Law.

#### 2.9.4. Cessation of Services

Upon termination of this Agreement by notice of either Consultant 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, they shall proceed as provided in Clause 3.9. 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 Consultant disputes whether an event specified in [Clause 2.9.1](#) or in [Clause 2.9.2](#) hereof has occurred, such Consultant may, within 30 (thirty) days after receipt of notice of termination from the other Consultant, 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.

### 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 Third Parties thereof.

##### 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. Applicable Laws

The Consultant shall perform the Services in accordance with the Applicable Laws and shall take all practicable steps to ensure that any Personnel and agents of the 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. The Consultant and Affiliates not to be otherwise interested in the Project

The Consultant agrees that, during the term of this Agreement, the Consultant thereof and any entity affiliated with the Consultant shall be disqualified if it breaches its obligation.

3.2.3. Prohibition of conflicting activities Neither the Consultant nor its 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 its Personnel and agents shall not receive any such additional remuneration.

3.2.5. The Consultant and its Key Personnels 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, anti-competitive practice, conflict of interest, obstructive practice. 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 making an offer, solicitation or acceptance of a bribe, reward or gift or any material benefit in exchange for an unfair advantage in the Procurement Process or to otherwise influence the Procurement Process
  - (b) “**Fraudulent practice**” means any omission or misrepresentation that may mislead or attempt to mislead so that financial or other benefits may be obtained or an obligation avoided. Such practices include a false declaration or false information for participation in a Procurement Process or to secure a Contract, or in the execution of the agreement;
  - (c) “**coercive practice**” means harming or threatening to harm persons or their property to influence their participation in the Procurement Process or affect the execution of the agreement
  - (d) “**Anti-competitive practice**” means any collusion, Proposal-rigging or anticompetitive arrangement, or any other practice including cartels coming under the purview of the Competition Act, 2002, between two or more Applicants, with or without the knowledge of the Authority, that may impair the transparency, fairness, and the progress of the Procurement Process or to establish Proposal prices at artificial, noncompetitive levels
  - (e) “**Conflict of interest**” means participation by a bidding firm or any of its affiliates who are either involved in the Consultancy Contract to which this procurement is linked; if they are part of more than one Proposal in the procurement; or if their personnel have a relationship or financial or business transactions with any official of Authority who are directly or indirectly related to tender or execution process of contract; or improper use of information obtained by the (prospective) Applicant from the Authority with an intent to gain unfair advantage in the Procurement Process or for personal gain
  - (f) “**Obstructive practice**” means materially impede Authority's investigation into allegations of one or more of the above-mentioned prohibited practices either by deliberately destroying, falsifying, altering; or concealing evidence material to the investigation; or by making false statements to investigators and/ or by coercive practices mentioned above, to prevent it from disclosing its knowledge of matters relevant to the investigation or from pursuing the investigation, or by impeding the Authority's rights of an audit or access to information.



### **3.3. Confidentiality**

The Consultant, and its 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, and its 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, and its 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, and its 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, and its 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 Personnel of either of them, as is reasonable under the circumstances; provided, however, that the Consultant or its 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.
- 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 3.5.1, 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 3 (three) times the Agreement Value.

### **3.5. Insurance to be taken out by the Consultant**

- 3.5.1. The Consultant shall, for the duration of this Agreement, take out and maintain, at its own cost, but on terms and conditions approved by the Authority, insurance against the risks, and for the coverages, as stipulated in the contract or any applicable law including Labour Codes; and at the Authority's request, shall provide evidence to the Authority showing that such insurance has been taken out and maintained and that the current premiums have been paid.

### **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) permit the Authority or its designated representative periodically, and up to one year from the expiration or termination of this Agreement, to inspect the same and make copies thereof as well as 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) 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 source codes, system designs, plans, tools, products, specifications, reports and other documents (collectively referred to as “**Dashboard 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 Dashboard Documents shall vest with the Authority. Any Dashboard 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 Dashboard 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 Dashboard Documents to the Authority, together with a detailed inventory thereof. The Consultant may retain a copy of such Dashboard Documents. The Consultant, or Third Party shall not use these Dashboard 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 Dashboard Documents, or due to any breach or failure on part of the Consultant or a Third Party to perform any of its duties or obligations in relation to securing the aforementioned rights of the Authority.

### **3.10. 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 hour. 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 .

### **3.11. Accuracy of Documents**

The Consultant shall be responsible for accuracy of the dashboards developed 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.

## **4. Consultant's Personnel**

### **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 person 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 by written notice to 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.

### **4.3. 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-5) 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 10% (ten per cent) of the total remuneration specified for the Key Personnel who is proposed to be substituted. In case of a second substitution, such reduction shall be equal to 20% (twenty per cent) of the total remuneration specified for the Key Personnel who is proposed to be substituted.

#### **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 person 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 Lead**

The person designated as the Project Lead of the Consultant's Personnel shall be responsible for the coordinated, timely and efficient functioning of the Personnel. In addition, shall be responsible for day to day performance of the Services.

### **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 Personnel with work permits and such other documents as may be necessary to enable the Consultant, and its 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. 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.

## 5.3. 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-4 of the Agreement.

6.1.2. Except as may be otherwise agreed under Clause 2.6, the payments under this Agreement shall not exceed the agreement value specified herein (the “**Agreement Value**”). The Parties agree that the Agreement Value is ₹ ..... (Rupees. ....)

### 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) No mobilisation Advance shall be paid to the Consultant. The payment shall be made as per the Annex 5 Payment Schedule of the RFP.
- (b) The Consultant shall be paid for its services as per the Payment Schedule at Annex-5 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 45 (forty-five) days after the receipt by the Authority of duly completed bills with necessary particulars (the “**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) 30% (thirty per cent) of the Agreement Value has been earmarked as Final Payment to be made to the Consultant upon completion of Services. In the event of non-completion of Services within 2 (two) years of the Effective Date, the Final Payment shall not become due to the Consultant, save and except the costs incurred for meeting its reimbursable expenses during the period after expiry of 24 (twenty-four) months from the Effective Date, including travel costs and personnel costs, at the agreed rates.

(g) 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-6 of this Agreement.

## **7.2. Liquidated Damages**

### **7.2.1. Liquidated Damages for error/variation**

In case any error or variation or plagiarism is detected in the data, data analysis or 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 10% (ten 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 1% (one per cent) of the Agreement Value per week, 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. 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 Consultant to the other Consultant (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 Consultant may call upon CEO, NITI Aayog 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 Consultant may refer the Dispute to arbitration in accordance with the provisions of Clause 6.4.

### **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 a sole arbitrator whose appointment or an Arbitral Tribunal of three arbitrators, of whom each Consultant 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.

## **10. Miscellaneous**

- 10.1.1. The Consultant will provide the list of resources to be deployed in advance (Within seven days from issuance of the work order). DMEO-NITI Aayog retains the right to take interviews of the resources mentioned in the Scope of Work to be deployed to check their best suitability in the proposed assignment.
- 10.1.2. Defect/replacement- Materials/Equipment/Human Resource
  - i. Delay in resolution of support/incidents for the devices used for hosting the dashboards installed by the applicant.
  - ii. 0.050% of the total work order value per day beyond 1 day after reporting of the issue.
- 10.1.3. If the Consultant uses the brand/name of the client DMEO-NITI Aayog for any other commercial purpose without its permission, the Consultant will be liable to pay the penalties imposed by the DMEO-NITI Aayog or any action as decided by the competent authority.
- 10.1.4. System Availability: Ensure the unified dashboards is available during specified operational hours. All dashboards should be available for use at least 99% of the scheduled operational hours. (Monthly uptime reports will be provided).
- 10.1.5. Response Time: The Consultant will respond to reported issues at the earliest and not exceeding 4 hours, and resolution should be achieved at the earliest not exceeding of 48 hours. (Log and track response and resolution times for each reported issue)
- 10.1.6. Data Security and Privacy: The Consultant will implement and maintain robust security measures to safeguard data integrity and user privacy, including periodic security audits.
- 10.1.7. The Consultant will implement and regularly test a disaster recovery plan, with a maximum allowable downtime of 48 hours in case of a major failure.

10.1.8. Regular feedback sessions with the Consultant will be conducted by DMEO, and necessary improvements will be implemented by the Consultant accordingly.

10.1.9. Regular training of all the dashboards to end-users to be imparted by the Consultant. Documentation and video library of Standard Operating Processes for end-user and administrative modules to be prepared by the Consultant. A weekly incident raised / resolved and other work status report may be shared with DMEO.

10.1.10. If the Consultant after taking up the work for an event leaves it in incomplete due to any reason, the Consultant would have to pay 5 times the cost of the event to the DMEO-NITI Aayog

10.1.11. Penalties for Non-Compliance to Service Level Agreement  
In addition to the other clauses of Scope of Work levied therein, some penalties will be levied on the service provider for the violation of service level agreement of the contract as mentioned in the following:

S.N	Service level agreement	Penalties for non-compliance
1.	Full control and overall responsibility of existing application / APIs within 30 days by the Service Provider's	Up to 30 days: No Penalty More than 30 days: A penalty of 1% of the total work order value in the delay of each week beyond 30 days from the date of the work order with the capping of 10% of the work order value. Post this it will lead to Contract termination.
2.	Non-deployment of any manpower mentioned in the contract as per the date of joining	Up to 7 Days, - No penalty Beyond 7 days @1% per day of the total value (excluding GST etc.) of that resource mentioned in the order. Beyond 30 days, NITI Aayog will be free to cancel the order and get the work done through alternate sources at the cost and risk of the defaulting Service Provider. The order will be cancelled and order cancellation charges @10% of the work Order value will be applicable.
3.	Replacement/ Closure of new position to be Completed within the 7 days of NITI Aayog raising the replacement request.	<ul style="list-style-type: none"> <li>• Up to 7 days no penalty</li> <li>• Beyond 7 days @1% per day of the total value (excluding GST etc.) of that resource mentioned in the order.</li> <li>• Beyond 30 days, NITI Aayog will be free to cancel the order and get the work done through alternate sources at the cost and risk of the defaulting Service Provider. The order will be cancelled and order cancellation charges @10% of the work Order value will be applicable.</li> </ul>

S.N	Service level agreement	Penalties for non-compliance
4.	If a resource is absent for 7 consecutive working days without any reasonable cause, then the resource will have to be replaced if required.	Substitute within 7 days with equivalent resource failing, @ 0.5% per day of the total value of the absent resources up to 15 days. Beyond 15 days, @1% per day of the total value of the absent resources up to 30 days. Beyond 30 days, cancellation of the contract with cancellation charges @ 10% of the work order value.

Note: The above clauses / penalties for non-compliance of General Terms of Agreement & SLA is customized and this would apply over and above the standard SLA of GeM portal.

**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 of Schedule 2 Form of Agreement)*

**(Reproduce Schedule-1 of RFP)**

**Annex-2: Deployment of Personnel**

*(Refer Clause 4.2 of Schedule 2 Form of Agreement)*

(Reproduce as per Form-8 of Appendix-I)

**Annex-3: Estimate of Personnel Costs**

*(Refer Clause 4.2 of Schedule 2 Form of Agreement)*

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

**Annex-4: Cost of Services**

*(Refer Clause 6.1 of Schedule 2 Form of Agreement)*

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



## **Annex-5: Payment Schedule**

The payment schedule linked to the specified deliverables above is given below:

### **A. Milestone based payments for revamp of 3 dashboards**

- i. 20% of total cost on submission of final gap study, feasibility study and SRS.
- ii. 30% of total cost after revamp of all 3 dashboards and deployment after successful User Acceptance Testing (UAT) completion.
- iii. 35% Upon successful completion of the project, submission of all deliverables, final testing, handover, and acceptance by DMEO
- iv. 15% of the total contract value will be retained as a performance guarantee for a period of 6 months after project completion to cover any latent defects or performance issues. The retention money will be released after 6 months, subject to satisfactory performance and resolution of any issues that may arise.

### **B. For AMC of all 4 dashboards**

- ii. Payment will be done on quarterly basis, upon satisfactory services acceptance by DMEO

**Annex-6: Bank Guarantee for Performance Security**

*(Refer Clause 7.1.2)*

To

[The President of India /Governor of .....]

acting through

.....  
.....  
.....

In consideration of ..... acting on behalf of the [President of India/Governor of .....] (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 ₹ ..... (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 ₹ ..... (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 ₹ ..... (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 ₹ ..... (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 ₹ ..... 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, the .....day 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.

## **APPENDIX-I: Technical Proposal**

**APPENDIX-I**  
**Form-1:**  
Letter of Proposal  
(On Applicant's letter head)

(Date and Reference)

To,

.....

.....

.....

**Subject:** Technical Consultancy Services for Development, Revamp and Maintenance of Dashboards of DMEO, NITI Aayog

Dear Sir/Madam,

With reference to your RFP Document dated\_\_ 2024, I/ we, having examined all relevant documents and understood their contents, hereby submit our Proposal for selection as Consultant for the Revamp and Maintenance of Dashboards of DMEO, NITI Aayog 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 2.4 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, anti-competitive practice, coercive practice, conflict of interest, obstructive 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, anti-competitive practice, coercive practice, conflict of interest, obstructive practice. 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 or any obligation to the Applicants without assigning any reason.
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 certify that in regard to matters other than security and integrity of the country, we 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.
  10. 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.
  11. I/We further certify that no investigation by a regulatory authority is pending either against us or against our CEO or any of our Directors / Managers /Directors.
  12. 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.
  13. The Bid Security or Bid Security Declaration Form is attached, in accordance with the RFP document.

14. 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.
15. I/We agree to keep this offer valid for 90 (ninety) days from the Proposal Due Date specified in the RFP.
16. A Notarised Power of Attorney in favour of the authorised signatory to sign and submit this Proposal and documents is attached herewith in Appendix I Form-3.
17. In the event of my/our firm 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.
18. 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.
19. 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.
20. I/We specifically undertake to abide by clause 1.1 and clause 1.2 of the RFP Document without any demur.
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	<b>Title of Consultancy:</b> Technical Consultancy Services for DMEO, NITI Aayog
1.2	<b>Title of Project:</b> Development, Revamp and Maintenance of Dashboards of DMEO, NITI Aayog
1.3	State the following: (i) Details of the Applicant 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  (ii) Details of the Authorized Representative of the Applicant Name: Designation: Company: Address: Phone No.: E-mail address:



1.4	<p>For the Applicant, state the following information:</p> <p>(i) In case of non-Indian Firm, does the Firm have business presence in India? Yes/No</p> <p>If so, provide the office address(es) in India.</p> <p>(ii) Has the Applicant 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 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 been blacklisted by any Government department/Public Sector Undertaking in the last five years? Yes/No</p> <p>(v) Has the Applicant suffered bankruptcy/insolvency in the last five years? Yes/No</p> <p><b>Note: If answer to any of the questions at (ii) to (v) is yes, the Applicant is not eligible for this consultancy assignment.</b></p>
1.5	<p>(i) Does the Applicant's firm/company combine functions as a consultant or adviser along with the functions as a contractor and/or a manufacturer? Yes/No</p> <p>(ii) If yes, does the Applicant agree to limit the Applicant's role only to that of a consultant/ adviser to the Authority and to disqualify themselves, affiliates, subsidiaries and/or parent organization subsequently from work on this Project in any other capacity? Yes/No/Not Applicable</p>
1.6	<p>(i) Does the Applicant intend to borrow or hire temporarily, personnel from contractors, manufacturers or suppliers for performance of the Consulting Services? Yes/No</p>

(ii) 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?

Yes/No/Not Applicable

(iii) 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?

Yes/No/Not Applicable

It is certified that the aforesaid information is true and correct to the best of my knowledge and belief.

(Signature, name and designation of the authorised signatory)

For and on behalf of .....

**APPENDIX-I**

**Form-3:**

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 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 Technical Consultancy for Development, Revamp and Maintenance of Dashboards of DMEO, NITI Aayog 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 ₹ 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-4:**  
Financial Capacity of the Applicant

S. No.	Financial Year	Annual Revenue (₹ )
1.		
2.		
3.		

**Certificate from the Statutory Auditor<sup>\$</sup>**

This is to certify that (name of the Applicant) has the annual revenue shown above against the respective years.

Name of the audit firm:

Seal of the audit firm

Date:

(Signature, name and designation of the authorised signatory)

<sup>\$</sup> 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.

APPENDIX-I

**Form-5:**

Particulars of Key Personnel<sup>2</sup>

**A) Details of Key Personnel**

1	<b>Designation</b>	
2	<b>Name</b>	
3	<b>Date of Birth</b>	
4	<b>Nationality</b>	
5	<b>Educational Qualification<sup>3</sup> (Clearly mentioning the Subjects)</b>	

6	<b>Employment Record/ Professional experience</b> ( <i>Starting with present position, list in reverse chronological order every employment held</i> )			
<b>S No</b>	<b>Name of Firm</b>	<b>Designation</b>	<b>Start Date (MM/YYYY)</b>	<b>End Date (MM/YYYY)</b>
1				
2				
3				
..				
..				

7	<b>Details of Relevant Experience</b>				
<b>S No</b>	<b>Name of Firm</b>	<b>Designation</b>	<b>Start Date (MM/YY)</b>	<b>End Date (MM/YY)</b>	<b>Role</b> ( <i>in not more than 1000 characters</i> )
1					
2					
3					
..					

<sup>2</sup> For each key personnel

<sup>3</sup> \*For degrees obtained from the accredited foreign Boards/universities, the applicant shall furnish a self-declaration on the academic equivalence to the 'Minimum Educational Qualifications' as defined in Clause 2.3.2 (C).

7	Details of Relevant Experience				
S N o	Name of Firm	Designation	Start Date (MM/YY)	End Date (MM/YY)	Role (in not more than 1000 characters)
..					

**Certification:**

a. I am willing to work on the Project and I will be available for entire duration of the Project assignment as required.

b. I, the undersigned, certify that to the best of my knowledge and belief, this CV correctly describes me, my qualifications and my experience.

Place.....

(Signature and name of the Key Personnel)

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

## APPENDIX-I

### Form-6: Proposed Methodology and Work Plan

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

1. Understanding of Scope of Work (not more than two pages):

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

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

The Applicant will submit its methodology for carrying out this assignment, outlining its approach toward achieving the objectives laid down in the Scope of Work. The Applicant will submit the following:

- i Project Plan for carrying out this assignment, Outlining the approach toward achieving the Objectives laid down in the Scope of Work
- ii A brief write up on its proposed team and organization explaining how different areas of expertise needed for this assignment have been fully covered by its proposal
- iii System Architecture
- iv Salient feature of the project, modules and software development methodology, project management methodology, software configuration management, project quality activities, project phases, tools, data analytics, visualisation, API Integration, requirement analysis methodology, development methodology, etc
- v Training and documentation, process control, testing, change management procedure, risk mitigation plan, etc
- vi Timeline- deliverables and detailed scheduled



APPENDIX-I

**Form-7:** Eligible Assignments of the Applicant<sup>\$</sup>

S No	Name of the Assignment	Brief Description of the Assignment <i>(in not more than 1000 characters)</i>	Area of assignment (AMC/Portal/Dashboard development)	Name of the Client & Address	Client Category (as defined in Clause 8.1.4)	Name & Telephone no. of Client's representative	Value of assignment as per the contract/ work order/ agreement of the Assignment <i>(in ₹)</i>	Start Date of the Assignment	End Date of the Assignment	Description of Services performed by the applicant (in not more than 1000 characters)
(1)	(2)	(3.1)	(3.2)	(4.1)	(4.2)	(5)	(6)	(8)	(9)	(10)
1										
2										
3										
4										
5										
6										
7										
8										
9										
10										

\* The Applicant shall provide requisite supporting documents such as copies of contracts, agreements etc. The value for the assignment should be clearly mentioned in the supporting documents provided. In the absence of supporting documents with requisite details, the assignment will not be considered as an Eligible Assignment

APPENDIX-I

Form-8:

**Deployment of Professional Personnel**

S.No.	Designation	Name	Person Days (PD)		Person-Days by Week Numbers											
			On-field	In Office	1	2	3	4	5	6	7	8	9	....		
1.																
2.																
3.																
4.																
5.																
6.																
7.																
8.																
9.																

APPENDIX-I

Form-9:  
**Support Personnel**

S.N o.	Item of Work/ Activity	To be carried out by		Person-Days by Week Numbers																				
		Name	Designation																					
1																								
2																								
3																								
4																								
5																								
6																								
7																								
8																								
9																								

APPENDIX-I

**Form-10<sup>4</sup>:  
Bid Security Declaration Form**

(On Applicant's letter head)

(Date and Reference)

To,

.....

.....

.....

**Subject: Bid Security Declaration for Development, Revamp and Maintenance of Dashboards of Development Monitoring and Evaluation Office (DMEO), NITI Aayog**

Dear Sir,

I/We, the undersigned, declare that:

I/We understand that, according to your conditions, proposals must be supported by a Bid Security Declaration.

I/We accept that I/We may be disqualified from bidding for any contract with you for a period of one year from the date of notification if I am /We are in a breach of any obligation under the bid conditions, because I/We

- (a) have withdrawn/modified/amended, impairs or derogates from the tender, my/our proposal during the period of proposal validity specified in the RFP; or
- (b) having been notified of the acceptance of our proposal by the Authority during the period of proposal validity (i) fail or refuse to execute the Agreement, if required, or (ii) fail or refuse to furnish the Performance Security, in accordance with the Instructions to the Applicants.

I/We understand that this Bid Security Declaration shall cease to be valid if I am/we are not the successful Bidder, either upon the earlier of (i) receiving of your notification of the name of the successful Bidder's name; or (ii) thirty days after the expiration of the validity of my/our Proposal.

Yours faithfully,

(Signature, name and designation of the authorised signatory)

(Name and seal of the Applicant)

---

<sup>4</sup> Applicable as per Clause 2.19.2

**APPENDIX-II**  
**Financial Proposal**

APPENDIX-II  
**Form 1:**  
Covering Letter  
(On Applicant's letter head)

(Date and Reference)

To,

.....

.....

.....

Dear Sir,

**Subject:** Technical Consultancy for Development, Revamp and Maintenance of Dashboards of DMEO, NITI Aayog

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 Appendix-II (Form 1, 2,3) of the Scope of Work.

APPENDIX-II  
**Form-2:**  
 Financial Proposal

Item No.	Description	Amount (₹)
<b>A.</b>	<b>PERSONNEL COSTS</b>	
I.	Remuneration for Key Personnel for development (inclusive of all personal allowances)	
II.	Remuneration for Key Personnel for AMC (inclusive of all personal allowances)	
	<b>Subtotal (A):</b>	
<b>B.</b>	<b>LOCAL COSTS</b>	
I.	Security audit/ certification etc.	
II.	Miscellaneous Expenses	
	<b>Subtotal (B):</b>	
<b>C.</b>	<b>SUBTOTAL OF A+B</b>	
<b>D.</b>	<b>OVERHEAD EXPENSES @. % of (C)</b>	
<b>E.</b>	<b>GOODS AND SERVICES TAX</b>	
<b>F.</b>	<b>TOTAL (including taxes) (C+D+E) (in ₹)</b> In Indian Rupees .....(in figures)	

Item No.	Description	Amount (₹)
	<p>.....</p> <p>.....(in words)</p>	

**Note:**

1. Estimate of Costs for Item A-I and A-II shall be as per Form-3.
2. Miscellaneous Expenses in Item B (IV) shall not exceed 15% (five per cent) of the total amount in Item D.
3. No escalation on any account will be payable on the above amounts.
4. All other charges not shown here and all insurance premia are considered included in the person day rate/ overhead/ miscellaneous expenses.

All payments shall be made in Indian Rupees and shall be subject to applicable Indian laws withholding taxes if any.



**APPENDIX-II**

**Form-3:**

Estimate of Personnel Costs

<b>ID No.</b>	<b>Position</b>	<b>Person-Days (₹)</b>	<b>Total Person-Days</b>	<b>Amount (₹)</b>
1.	Project Lead			
2.	Sr. UI / UX Designer (Front End)			
3.	Sr. Full Stack Software Engineer			
4.	System cum DBA Administrator			
5.	Tester/QA			
<b>Total</b>				

## **Annexure A**

### **1. DGQI Dashboard (dgqi.nic.in)**

1.1 The DGQI Dashboard offers a streamlined digital mechanism for organizations to undergo data preparedness exercises. With a user-friendly interface, it facilitates collaboration among multiple users, enabling them to respond to questionnaires and generate comprehensive reports in the form of diverse indexes. Currently, the Dashboard is embraced by 74 Ministries/Departments' and over 600 schemes, providing a centralized hub for sharing crucial information related to their data preparedness levels through the questionnaire process.

1.2 The dashboard of the DGQI Dashboard is equipped with a range of robust functionalities, empowering users to effortlessly navigate and interact with the system. From data submission to outcome analysis, the Dashboard offers an intuitive experience, enhancing the efficiency and effectiveness of the entire data preparedness exercise. This valuable information is seamlessly integrated into the Prayas Portal/Dashboard, contributing to a holistic approach to managing and leveraging organizational data.

#### **1.3 Key Features of the DGQI Dashboard:**

- a. **Efficient Submission Management:** Streamlining response submissions and approvals for enhanced efficiency.
- b. **Comprehensive Score Computation:** Dynamic computation of Theme Wise, Pillar Wise, and Final DGQI Scores for comprehensive insights.
- c. **User-Friendly Interface:** The intuitive dashboard provides a user-friendly interface for effortlessly viewing past recorded responses and scores.
- d. **Robust User Management:** Tailored user management functionality for Ministries/Departments, DMEO, and PMO users.
- e. **Timely Data Preparedness:** Enforcing timelines to ensure timely completion of the data preparedness exercise.
- f. **API Integration:** Seamless API functionality facilitates data push to the Prayas Dashboard for higher-level reporting.
- g. **Technology Stack:** The application is developed in CakePHP 3.9

### **2. Infra Dashboard (infradashboard.niti.gov.in)**

2.1 NITI Aayog's "PM Sector Dashboard" (Infradashboard) acts as a mechanism to summarize the quarterly performance against key metrics for critical sectors at a glance. The Dashboard provides the following functionalities and features:

- a. **Hierarchical structuring for reporting performance:** Hierarchy comprises levels - Categories, Metric Areas and Metrics. Target and Progress vis-à-vis target are reported for each Metric and also aggregated at the level of the Categories.
- b. Along with Metric Areas and Metrics, the Dashboard also allows for definition of Action Areas and Action Items under Categories and provides the functionalities

to capture details regarding Action by, Status, Deadline and Remarks against Action Items.

- c. Dashboard provides functionalities to define new categories, add individual metric/action items, update data, bulk add metric/action items and data, reorder metrics and action items etc.
- d. Dashboard also provides user management functionalities allows to add users, and gives permissions to users to view specific information.
- e. The data is sensitive and requires adequate security and user access management.
- f. Technology Currently in Use: Node.js (backend), Backbone.js & Marionette.js (frontend), MongoDB (database), js report (PDF Generator), Parse Server and Nginx.

### 3. **GIRG Dashboard (girg.gov.in)**

3.1 GIRG Dashboard has three different aspects: (i) Global Index; (ii) India Index; and (iii) Reforms action. The Global Index section is meant to capture scores and ranks of countries, including India, through reports published by respective Global Publishing Agencies. The India Index section is meant to create indigenized Indices for assessment and ranking of States/ UTs based primarily on parameters monitored in GIs by Publishing Agencies. The Reform Actions section meant to identify reform actions in relation to each GI, and to further monitor progress in implementation of those identified reforms

The dashboard is organized in seven modules that will incorporate the above requirements. The dashboard modules and their functionalities are briefly mentioned below:

- a. Index Master- Configuration of the index hierarchy, i.e., to add/edit/delete parameters/sub-parameters etc.
- b. Reforms Master- Configuration of Reform Areas and Reforms Actions
- c. Progress data entry- Progress data entry for India Index, Status update for Reform Actions and Update published scores and ranks for Global Index
- d. Administrative module - User creation and management
- e. Visualization- Real-time display of performance in Global Index, India Index and Reforms
- f. Approvals and Notifications - Approval and escalation matrix; Email and SMS alerts
- g. Reports - Performance, Compliance and Audit reports
- h. Access Management rights will be provisioned for in the dashboard. For an Index, access is available to the concerned Nodal Ministry for all the abstraction levels of parameters and reform area and reform actions. Based on the further mapping of Parameters with the Line Ministry, the corresponding access is assigned by the Nodal M/Ds to the respective Line Ministry/Department. Similarly, for each State, the corresponding access is assigned by the Line M/Ds to the respective State in case the data updating needs to be done for a parameter or sub-parameter from the State level.

- i. All Parameters, Reform Areas and Reform Actions mapped for an Index, by the Nodal Ministry are filled in the dashboard by the Nodal Ministry including weightages and targets.
- j. Progress data on Parameters is available the same and is filled in by the authority which has been given the access rights. Similarly, for Reform actions, the progress updates are done as and when any progress is happening, by respective States.
- k. Compliance Reports indicate the percentage of compliance at the State and Ministry level in the entry of progress data on the dashboard.
- l. Progress Reports show progress of the index/parameters/sub-parameters as well as Reform Areas to the set target. There is the capability to generate progress reports to capture Global Index-wise progress, ministry-wise progress, state-wise progress, Global Index/parameter/sub-parameter-wise progress of all states, etc. The progress reports are available for download for scoring and ranking as well as reform actions.
- m. The dashboard maintains an audit trail that can be accessed by the Nodal Ministry and DMEO. It can keep track of any updates made in progress, targets, structure (parameter/ sub-parameters), reforms and reform actions. Date and time-wise edits (with the latest first) are viewable.

#### **4. OOMF Dashboard (<https://outcomedashboard.niti.gov.in>)**

4.1. The Output-Outcome Monitoring Framework (OOMF), developed by DMEO at NITI, Aayog, represents a vital reform towards outcome-based monitoring. It monitors the progress of Output and outcome indicators of the central sector and centrally sponsored schemes at a national level for various ministries/departments. The OOMF dashboard actively tracks the progress against defined targets. DMEO maintains a user-friendly online OOMF dashboard (<https://outcomedashboard.niti.gov.in>), which helps monitor the budgetary outlays, targets & progress against them for output/outcome indicators, etc. As part of this activity, NITI AAYOG prepares various consolidated reports for information dissemination at various government levels.

## **Annexure B**

### **Existing Challenges and Enhancements:**

The following issues and enhancements have been identified for each of the dashboards and must be addressed as part of the scope of work:

#### **1. DGQI Dashboard (dgqi.nic.in)**

- a. The scope of work under maintenance services includes management & assisted operations, support services, preventive maintenance, breakdown/curative maintenance and required development of the dashboard as per the request from DMEO as and when the need arises. The underlying philosophy of the development and maintenance services is to maintain the Dashboard running under all conditions with timely and prompt attendance to faults so as to maintain the availability of all modules/software applications in the Dashboard and enhance the operation of the Dashboard.
- b. Support Functions shall include the following:
  - i. Onsite/Remote Support and Technical assistance including On-line Assistance, etc.
  - ii. Support for Operations & Management Activities. Operational Training to new users of DMEO/Ministries.
  - iii. Operational Issues & Bug Fixing: This includes handling and timely resolution of all the existing and new issues/bugs found in the Application. The Consultant shall extend all the cooperation to the client in identifying & rectification of the faults in the shortest possible time.

#### **Existing Bugs:**

- a. The compliance summary (M/D Name | Scheme Numbers ... table) does not show compliance data for previous quarters, even though there is a dropdown to select a desired quarter to view the compliance. This is misleading and could lead to erroneous reporting in the future if the bug persists.
- b. Question-wise analysis not working.
- c. Inconsistency & Discrepancy in data in what's displayed on the frontend and backend due to the multiplicity of tables in the database.
- d. If a scheme is made inactive in the present quarter, it is reflected across all previous quarters as well, therefore it is difficult to ascertain as to how many schemes existed in the previous quarters. This leads to the mix-up of data interpretation.
- e. No logbooks maintained for recording date & time & field of scheme modification, thereby making it difficult to find the root cause of changes made. Keep track of modified fields.
- f. Good practices score needs to be updated by DMEO staff which have an update button attached to each one of the scores, each of which requires a

click failing which the overall score is affected once the final "Update Score" is clicked. This creates inconsistencies if the dashboard is used among different users and they use it to update the final score but miss on updating the individual score.

- g. The dashboard's computation of the theme-wise scores is flawed across all quarters, especially in the Data Systems pillar. The theme-wise scores are of immense importance for the OOMF Review Meetings presentation and the report. Duplication/Inactivation of schemes leads to errors in the calculation of Data System Pillar Scores.
- h. Automatic email reminders to Ministries/Departments, DMEO Nodal's secretaries to the Ministries/Department.
- i. Option for States to conduct an exercise on a subdomain & Create custom questionnaires:
  - i. Issues User/Admin logins to their M/D's
  - ii. Have an admin login to the state planning department

**Enhancement:**

- a. The entire Dashboard requires a revamp, and in the process upgrade the backend and front end stack to the latest version.
  - b. Build in the password reset function
  - c. UI/UX experience enhancements including need-based Adhoc reports & Analytics such as Auto Generated Compliance and Progress Report
  - d. Access management of different types of users
  - e. Email Notification
  - f. Display explanations upon hover on any element.
- iv. Maintenance of existing code, Version control & management of the application source code.
  - v. Documentation: Submission of Status reports/bug fixing with RCA (daily/quarterly) to the NIC/DMEO. Document the updated changes, including but not limited to data storage (table) structures, file structures, code flow and logic implemented.
  - vi. Periodic Releases: Update of code shall be done on quarterly basis and/or on release of new version of technical stack.
  - vii. Application related optimizations shall be done regularly in order to enhance its performance, as and when necessary. For backup & recovery purposes, database snapshots will be stored periodically on cloud for backup and recovery of database and application. The Consultant shall have to periodically test the backup data and restore system from backup at least once in 6 months.
  - viii. Appropriate Measures shall be taken to safeguard the application software from security threats: Safety of application software as per CERT-IN norms shall be assured by the Consultant.

- ix. Patch management of Application software shall be taken care of along with system requirements.
- x. Consultant shall do server / Cloud/ VM monitoring, which includes monitoring of Resource Utilization, System Software (database, Application/web servers, and containers), Network, Load (requests) & security aspects.
- xi. If any changes in the settings are warranted in the system for improving the system/ network performance, such changes shall be initiated by the Consultant upon due intimation and approval of the NIC/DMEO

## **2. Infra Dashboard (infradashboard.niti.gov.in)**

It is required to develop, manage, maintain and secure the application for all users and keep it running. All the existing features of the current version of Infradashboard are to be retained in the new version of Infradashboard. All the new development(s) should comply with existing standards and should be free from all known vulnerabilities and Bugs. The service provider will ensure that modules being developed for the website go through a mandatory Quality Control, Quality Assurance testing and Security audit. Infradashboard Dashboard is hosted on NIC Cloud. The service provider will have to address Server-related issues to ensure website uptime by coordinating with hosting service providers like NIC data center e.g. domain name renewal, server failure, increase in storage space or database space etc. The service provider will require interacting with the National Cloud Support Team of the National informatics Center (NIC) to resolve any Technical issues in coordination with DMEO. The support function will include Onsite/Remote Support and Technical assistance including online assistance, etc.

The Infradashboard has been facing several critical issues affecting its operations and efficacy, and there is a need for redevelopment of the dashboard in its entirety to resolve these issues. While the new system is being developed, the old Dashboard has to continue and issues hampering the functionality need to be resolved in parallel.

### **Revamp of Infra dashboard which includes but not limited:**

- A. Development and End-to-end technical maintenance in consultation with DMEO will mainly include but not limited to the following:
  - i. Upgrading, revamping, and reorganizing the dashboard as directed by DMEO for Infradashboard Dashboard: -
    - a. Upgrade the backend and front-end stack to the latest version
    - b. Secure password login mechanism.
    - c. Build in the password reset function.
    - d. UI/UX experience enhancements including Need-based Ad-hoc reports & Analytics such as Autogenerated Compliance and Progress Report

- e. Access management of different types of users
- f. Email Notification.
- g. Interactive mouse hover feature to highlight information on the current area.
- h. Feature to download data in various formats like pdf, excel workbook, word etc.
- i. Data backup and restore facility.
- j. Unable to archive or make an indicator inactive
- ii. Identifying and fixing bugs within the code.
- iii. Testing and deployment of code in the live & staging server
- iv. Database maintenance and updating as required.
- v. Ensuring secure and quality code development.
- vi. Proper Documentation of all the work in the Standardized Format (in Open-Forge).
- vii. Testing of Data Center Disaster Recovery and backups at regular intervals.
- viii. Interaction with stakeholders regarding any technical difficulty while using the dashboard.
- ix. Development of a Ticket management system for the Dashboard within the Dashboard.
- x. Support for hosting in the existing server/cloud.

**B. Resolving the existing identified bugs and any other bug that emerges during the period of operation of the contract.**

The existing identified bugs in Infradashboard Dashboard include:

- i. Login Troubles: Users are unable to log in with the correct credentials.
- ii. Code Structure and Vulnerability: Code lacks structure; variables declared with "var" (vulnerable to ECMA6).
- iii. Documentation and Commenting: Lack of proper documentation; incomplete READMEs.
- iv. Different Tabs on the Dashboard are visible to different categories of users. (Administrator sees - Metrics and Actions Tabs. Ministry Officials see Ministry and Theme Tab)
- v. Unable to archive or make an indicator inactive.
- vi. Upload Excel data for metrics targets and progress malfunctions. Unable to Add Bulk Metrics and Data.
- vii. Phone numbers and email taken during registration are not validated.
- viii. Unable to Download Data, in Excel, PDF etc.

**C. Addition of the following features in the new product besides existing in the**



current product:

- i. Upgrade the backend and front-end stack to the latest version
- ii. Build in the password reset function
- iii. UI/UX experience enhancements including need-based Ad-hoc reports & Analytics such as Autogenerated Compliance and Progress Report
- iv. Access management of different types of users
- v. Email Notification
- vi. Interactive mouse hover feature to highlight information on the current area
- vii. Data backup and restore facility.
- viii. Feature to download data in various formats like PDF, excel workbook, word etc.
- ix. Ability to archive inactive indicators.
- x. Parichay Authentication integration.

### **3. GIRG Dashboard ([girg.gov.in](https://girg.gov.in))**

It is required to manage, maintain and secure the application for all users and keep it running. All the existing features of the current version of the “GIRG Dashboard are to be maintained and any new modifications should be in compliance with existing standards and should be free from all known vulnerabilities and Bugs. The service provider will ensure that modules being developed for the website go through a mandatory Quality Control, Quality Assurance testing and Security audit.

GIRG Dashboard is hosted on NIC Cloud. The service provider will have to address Server-related issues to ensure website uptime by coordinating with hosting service providers like NIC data center e.g. domain name renewal, server failure, increase in storage space or database space etc.

The service provider will require interacting with the National Cloud Support Team of the National informatics Center (NIC) to resolve any Technical issues in coordination with DMEO. The support function will include Onsite/Remote Support and Technical assistance including online assistance, etc.

#### **Maintenance and support of GIRG Dashboard (<https://girg.gov.in/>) which include:**

- a. Development and End-to-end technical maintenance in consultation with DMEO will mainly include but not limited to the following:
  - i. Maintaining GIRG the dashboard as directed by DMEO for GIRG Dashboard
  - ii. Identifying and fixing bugs within the code.
  - iii. Testing and deployment of code in the live & staging server

- iv. Database maintenance and updating as required.
  - v. Ensuring secure and quality code development.
  - vi. Proper Documentation of all the work in the Standardized Format (in Open-Forge).
  - vii. Testing of Data Center Disaster Recovery and backups at regular intervals.
  - viii. Interaction with stakeholders regarding any technical difficulty while using the dashboard.
  - ix. Development of a Ticket management system for the Dashboard within the Dashboard.
- b. Resolving the existing identified bugs and any other bug that emerges during the period of operation of the contract.

#### **4. OOMF Dashboard (<https://outcomedashboard.niti.gov.in>)**

The present OOMF dashboard needs to be revamped to add new features. The proposed OOMF Dashboard 2.0 should provide real-time visualizations of progress information along with auto-generation of reports in prescribed formats for information dissemination. DMEO already has an OOMF DB that provides very basic information. However, the organization is looking for a visualization, analytical and reporting system using the latest technologies. It's paramount that the new OOMF DB 2.0 is free from all known security vulnerabilities, ensuring the safety of the data. The service provider will ensure that modules being developed for the Dashboard undergo a mandatory Quality Control, Quality Assurance testing, and Security audit.

The OOMF DB is hosted on the NIC Cloud, therefore, the service provider must address Server-related issues to ensure the DB performance. This will involve coordinating with the hosting service provider for tasks like resolving technical issues with the NIC team, domain name renewal, server failure resolution, auditing, increasing storage or database space, etc. The hired Consultant will bear any extra cost (if any) for OOMF DB 2.0, including providing onsite and remote support, technical assistance, Security Audit certification, auditing by a cert-in empaneled vendor, etc.

The Major Deliverables of OOMF DB 2.0 are as follows:

- a. Approved SRS/GAD Document;
- b. Approved Design Document(with modifications/suggestions if any);
- c. Test Defect Report;
- d. Test Summary Report;
- e. Tested Software Sources and Executables;
- f. User & Technical Manuals; Acceptance Report from Users

A brief report of the steps to run the OOMF DB 2.0 is listed below:-

- a. Study of the existing documents, policies, procedures, document flow, and access

- mechanism
- b. Recommend Business Process Reengineering techniques, if any, to achieve the best results from computerization
  - c. Detail the project schedules, review the committee, and make a detailed presentation of the project plan to the nodal officer/State Headquarters.
  - d. Implement the project in stages.
  - e. Conduct user training
  - f. Conduct User Acceptance test and user feedback
  - g. Plan for future enhancements

### **Revamp of OOMF DB 2.0 includes but is not limited to:**

- a. **New Features Identification:** The entire OOMF DB 2.0 requires a revamp using the latest development tools and open-source technologies. The new features will be identified in consultation with DMEO's OOMF team. Some of the tentative new features are: 1) Transfer old OOMF data to OOMF DB 2.0; 2) UI/UX experience enhancements; 3) data analysis and thematic grouping; 4) New Framework Development (Module); 5) OOMF review meeting (Module); 6) Budget Management (Module) - API feasibility and integration for PFMS and UBIS (Union Budget Information System); 7) Process management - Tech support system for Online ticketing for end-user service, etc.
- b. **Preventive Maintenance:** It is required to conduct preventive maintenance (including but not limited to inspection, testing, and satisfactory execution of all diagnostics. For backup & recovery purposes, database snapshots will be stored periodically on the cloud for backup and recovery of the database and application. The Consultant shall have to periodically test the backup data and restore the system from the backup at least once every 6 months.
- c. **Operational Maintenance & Bug Fixing:** The Consultant shall do server / Cloud/ VM monitoring, which includes monitoring of Resource Utilization, System Software (database, Application/web servers, and containers), Network, Load (requests) & security aspects.

### **Existing Issues and Enhancement Required:**

- a. Setting up and deployment of the staging server
- b. Improve load time (Performance)of the DB
- c. GUI changes for ease of navigation among pages for data entry
- d. Changes suggested by M/Ds for improving DB operations
- e. Password reset option not working for other email ids (apart from gov.in/nic.in/govcontractor.in)
- f. Landing page -drill down option to display graphical interface of indicator level data not working, etc.
- g. The entire dashboard requires a revamp, and in the process, the backend and front-end stack must be upgraded to the latest version
- h. UI/UX experience enhancements including need-based Adhoc reports & Analytics- M/Ds' Graphs (including scheme-wise) can be viewed-

achievements vs. Targets, Ranking & Scoring Management of M/Ds and Scheme-wise performance, thematic or sector-wise (social, infra, energy, etc.)

- i. Scheme saturation data analysis / Time-series analysis, etc.
  - j. New Framework Development (Module)
  - k. OOMF review meeting (Module), etc.
  - l. Budget Management (Module) - API feasibility and integration for PFMS and UBIS (Union Budget Information System), etc.
  - m. Process management - Tech support system for online ticketing for end-user service, etc.
- d. **Patch Management:** Evaluation of suitability/requirement of server patches if required. Resolving issues on Web servers, Application servers, and Database servers as mentioned in Vulnerability Assessment Reports shared by NIC in two weeks. Closure of Pen Tickets in a week as shared by NIC. Certain guidelines are to be implemented within one week as and when released. SSL certificate to be installed/renewed as required
- e. **Audit Gap Closure:** The vendor is expected to undertake remedial action for all alerts, audit findings, observations, and guidelines raised by the security system, government agencies, etc. The vendor is also expected to extend its support during third-Consultant audits, if any.
- f. **Set up and deploy Staging Environment:** The staging environment is set up at NIC Cloud, New Delhi. The vendor is required to deploy the latest running copy of the website on the Staging server
- g. **Incidence & Response Management:** The Vendor shall cooperate with the appointed representatives of DMEO in case of security incidents. The incident response process will seek to limit damage and may include investigating the incident and notifying the appropriate authorities. A summary of all security incidents shall be made available to DMEO fortnightly. Significant security incidents will be reported on an immediate basis.
- h. **Bug Fixing:** If any significant bug fixing is identified, the vendor may be required to deploy additional resources onsite to understand the requirements for troubleshooting.
- i. **Analytical Dashboards and Reports:** The system will provide analytical dashboards to aid policy decision-making. Some major feature highlights of this will include: Integrated Dashboard; Dashboards for every individual user; Role-based access to users; and Chart-based reports for management to take necessary actions
- j. **Documentation:** Submission of Status reports/bug fixing with RCA (daily/quarterly) to the NIC/DMEO. Document the updated changes, including but not limited to data storage (table) structures, file structures, code flow and logic implemented. Maintenance of existing code, Version control & management of the application source code