

**NITI AAYOG**

**ADDENDUM NO. 11 TO THE**

**REQUEST FOR PROPOSALS (RFP)**

**FOR**

**DEVELOPMENT AND OPERATION OF  
NATIONAL DATA AND ANALYTICS PLATFORM (NADP)**

The following is the modification to the RFP for Selection of Consultant for Development and Operation of National Data and Analytics Platform (NDAP). The deletions from the earlier text of the RFP are indicated as strikethroughs and additions are underlined.

S. No.	Clause No	Provision of the Request for Proposals																														
(i)	1.8	<p>The Authority would endeavour to adhere to the following schedule:</p> <table border="1"> <thead> <tr> <th>Event Description</th> <th>Date</th> </tr> </thead> <tbody> <tr> <td>1. Last date for receiving queries/clarifications</td> <td>May 2, 2018</td> </tr> <tr> <td>2. Pre-Proposal Conference - I</td> <td>May 8, 2018</td> </tr> <tr> <td>3. Authority response to queries</td> <td>June 6, 2018</td> </tr> <tr> <td>4. Last date for receiving further queries/ clarifications</td> <td>June 12, 2018</td> </tr> <tr> <td>5. Pre-Proposal Conference - II</td> <td>June 15, 2018</td> </tr> <tr> <td>6. Authority response to queries</td> <td>June 21, 2018</td> </tr> <tr> <td>7. Pre-Proposal Conference - III</td> <td>August 24, 2018</td> </tr> <tr> <td>8. Proposal Due Date or PDD</td> <td>September <del>6</del><u>11</u>, 2018</td> </tr> <tr> <td>9. Opening of Proposals</td> <td>On Proposal Due Date</td> </tr> <tr> <td>10. Presentations for Technical Evaluation</td> <td>Within 12 days of PDD</td> </tr> <tr> <td>11. Opening of Financial Proposals</td> <td>Within 21 days of PDD</td> </tr> <tr> <td>12. Letter of Award (LOA)</td> <td>Within 35 days of PDD</td> </tr> <tr> <td>13. Signing of Agreement</td> <td>Within 10 days of LOA</td> </tr> <tr> <td>14. Validity of Applications</td> <td>90 days of Proposal Due Date</td> </tr> </tbody> </table>	Event Description	Date	1. Last date for receiving queries/clarifications	May 2, 2018	2. Pre-Proposal Conference - I	May 8, 2018	3. Authority response to queries	June 6, 2018	4. Last date for receiving further queries/ clarifications	June 12, 2018	5. Pre-Proposal Conference - II	June 15, 2018	6. Authority response to queries	June 21, 2018	7. Pre-Proposal Conference - III	August 24, 2018	8. Proposal Due Date or PDD	September <del>6</del> <u>11</u> , 2018	9. Opening of Proposals	On Proposal Due Date	10. Presentations for Technical Evaluation	Within 12 days of PDD	11. Opening of Financial Proposals	Within 21 days of PDD	12. Letter of Award (LOA)	Within 35 days of PDD	13. Signing of Agreement	Within 10 days of LOA	14. Validity of Applications	90 days of Proposal Due Date
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(ii)	Clause 2.2.6 of the RFP	An Applicant or its Associate should have, during the last three years, neither failed to perform on any agreement <u>with a public authority</u> , as evidenced by imposition of a penalty by an arbitral or judicial authority or a judicial pronouncement or arbitration award against the Applicant or its Associate, nor																														

		been expelled from any project or agreement <u>by a public authority</u> nor have had any <u>such</u> agreement terminated for breach by such Applicant or its Associate.
(iii)	Clause 2.26.2 of the RFP	The Authority expects all the Key Personnel to be available during implementation of the Agreement. The Authority will not consider substitution of Key Personnel except for reasons of any incapacity or due to health. Such substitution shall ordinarily be limited to one Key Personnel subject to equally or better qualified and experienced personnel being provided to the satisfaction of the Authority. As a condition to such substitution, a sum equal to 15% (fifteen per cent) of the remuneration specified for the original Key Personnel shall be deducted from the payments due to the Consultant. In the case of a second or third substitution hereunder, such deduction shall be 30% (thirty per cent) of the remuneration specified for the original Key Personnel. Any further substitution may lead to disqualification of the Applicant or termination of the Agreement. <u>Provided, however, that for and in respect of any such substitution during the Operations Phase, the aforesaid deduction shall be reduced to one half thereof.</u>
(iv)	Schedule-2: Form of Agreement Clause 3.4	<p><b>3.4 Liability of the Consultant</b></p> <p>3.4.1 The Consultant's liability under this Agreement shall be determined by the Applicable Laws and the provisions hereof.</p> <p>3.4.2 The Consultant shall, subject to the limitation specified in Clause 3.4.3, be liable to the Authority for any direct loss or damage accrued or likely to accrue due to deficiency in Services rendered by it. For the avoidance of doubt, the Parties agree that the <u>aggregate</u> liability of the Consultant to the Authority for and in respect of any <u>and all</u> breaches by the Consultant as specified in Clause 3.14 (a) (iv), together with <u>any-the</u> liability as specified in this Clause 3.4 shall not exceed a limit equal to the Agreement Value.</p> <p style="text-align: center;">* * * * *</p> <p style="text-align: center;">* * * * *</p>
(v)	Schedule-2: Form of Agreement Clause 4.4	<p><b>Substitution of Key Personnel</b></p> <p>The Authority expects all the Key Personnel specified in the Proposal to be available during implementation of the Agreement. The Authority will not consider any substitution of Key Personnel except under compelling circumstances beyond the control of the Consultant and the concerned Key Personnel. Such substitution shall be limited to not more than two Key Personnel subject to equally or better qualified and experienced personnel being provided to the satisfaction of the Authority. Without prejudice to the foregoing, substitution of one Key Personnel shall be permitted subject to reduction of remuneration equal to 15% (fifteen per</p>

		<p>cent) of the total remuneration specified for the Key Personnel who is proposed to be substituted. In case of a second or third substitution, such reduction shall be equal to 30% (thirty per cent) of the total remuneration specified for the Key Personnel who is proposed to be substituted. <u>Provided, however, that for and in respect of any such substitution during the Operations Phase, the aforesaid deduction shall be reduced to one half thereof.</u></p>
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