

NITI AAYOG

ADDENDUM NO. 5 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 (NADP). 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)	2.27 of the RFP	<p>Indemnity</p> <p>The Consultant shall, subject to the provisions of the Agreement, indemnify the Authority for an amount <u>equivalent to</u>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.</p>
(ii)	Schedule-1: Terms of Reference Clause 3.1.1 Data Requirements	<p>(2) Data Aggregation</p> <p>(i) Seamlessly integrate an initial data capacity of 1 TB, <u>which should be scalable up to 10 TB upon payment of recurring costs by the Authority for provision and use of data capacity in excess of 1 TB.</u></p> <p>(j) Ensure quarterly incorporation of all non-API data within one week of publishing on the parent website of the data sources.</p> <p>(k) System should be able to handle <u>up to 2,000</u>1,000 concurrent users <u>and should be with on-demand scalability scalable to 10,000</u>2,500 sessions<u>concurrent users upon payment of recurring costs by the Authority for and in respect of concurrent users in excess of 1,000.</u></p>
(iii)	Schedule-1: Terms of Reference Clause 3.1.1 Disaster Recovery and Business continuity	<p>(d) The Consultant shall conduct an exercise to test the BCP twice a year and meet <u>recovery criteria</u>Recovery Time Objectives (RTO) of 8 Hours and Recovery Point Objectives (RPO) of 2 Hours for NDAP applications. Test results shall be compiled by the Consultant in a report to be shared with the Authority. In addition, emergency drills shall be conducted once a year.</p>
(iv)	Schedule-1: Terms of Reference Clause 3.6.2	<p>Training may be offered as online support, phone and email support, on-site training, or any combination thereof as determined by the Authority from time to time. <u>The Consultant shall provide on-site training to up to 10 (ten) officials of the Authority every 6 (six) months.</u></p>

(v)	Schedule-1: Terms of Reference Clause 4.2.2 (i)	(i) provide a comprehensive content management system for the platform to track progress and current status as data is added automatically from source Ministries with live feeds, highlights and updates, along with periodic archiving of old content;
(vi)	Schedule-2 Form of Agreement Clause 2.10.1 (d)	(d) deliver and transfer all Consultancy Documents specified in Clause 3.9.1, including relevant Portal documentation, Training Document and Training Videos, System Architecture, Database design, Source Code, Taxonomy and meta-data information, Analytical models and their documentation (Natural Language, Information Extraction, etc.), related username and passwords to the system, Maintenance Schedule, Intellectual Property and other licences pertaining to the NDAP, including all programmes and manuals pertaining thereto, as on the Transfer Date. For the avoidance of doubt, the Consultant represents and warrants that the Intellectual Property delivered hereunder shall be adequate and complete for the operation and maintenance of the NDAP and shall be assigned to the Authority free of any Encumbrance, <u>accompanied by a license in perpetuity to use/ sub-license the tools developed by the Consultant, at no cost or fee. Provided, however, that the Consultant may retain the right to use tools for which the Intellectual Property is transferred hereunder;</u>
(vii)	Schedule-2: Form of Agreement Clause 3.4.4	<p>Liability of the Consultant</p> <p>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.</p>
(viii)	Schedule-2: Form of Agreement Clause 3.5.1 (d)	<p>Insurance to be taken out by the Consultant</p> <p>Except in case of Third Party liabilities, the insurance policies so procured shall mention the Authority as the beneficiary of the Consultant and the Consultant shall procure an undertaking from the insurance company to this effect; provided that in the event the Consultant has a general insurance policy that covers the risks specified in this Agreement and the amount of insurance cover is equivalent to 3 (three) times the <u>Agreement Value cover required hereunder</u>, such insurance policy may not mention the Authority as the sole beneficiary of the Consultant or require an undertaking to that effect.</p>

(ix)	Schedule-2: Form of Agreement Clause 7.2.1	<p>Liquidated Damages for error/variation</p> <p>In case any error or variation is detected in the reports submitted by the Consultant and such error or variation is the result of negligence or lack of due diligence on the part of the Consultant, the consequential damages thereof shall be quantified by the Authority in a reasonable manner and recovered from the Consultant by way of deemed liquidated damages, subject to a maximum of 2550% (twenty five fifty per cent) of the Agreement Value.</p>	
(x)	Schedule-2 Form of Agreement Service Level Agreement Clause 2.1	<p>Disaster Recovery Site Availability (application only)</p>	<p>Resume business operations from Disaster Recovery Site within 15 minutes of data center failure.</p> <p>All applications as part of the Solution should be designed with the following parameters:</p> <ul style="list-style-type: none"> • Recovery Point Objective (RPO) – 2 Hour • Recovery Time Objective (RTO) – 28 Hours
(xi)	Appendix-II, Form-2	<p>Note:</p> <p style="text-align: center;">* * * * *</p> <p>4. Domestic Air Fare in Item H I shall not be payable to the Consultant’s Personnel who are normally stationed in the National Capital Region (<u>NCR</u>). <u>For Personnel travelling from locations outside NCR, economy airfare shall be reimbursable, subject to a maximum of one return fare per month per personnel.</u></p> <p style="text-align: center;">* * * * *</p>	