## Corrigendum 1 – ‘Request for Proposal of Data Analytics and Management Unit at NIUA’

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<tr>
<th>S. No.</th>
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<th>Clause No.</th>
<th>Original Clause</th>
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<td>1</td>
<td>14</td>
<td>Schedule of RFP</td>
<td>Last Date for Submission of Bids: 17.05.2022</td>
<td>Last Date for Submission of Bids: 24.05.2022</td>
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<td>2</td>
<td>25</td>
<td>Annexure II: Average Annual Turnover of the Bidder (equivalent in Rs. Crores) by Statutory Auditor</td>
<td>This is to certify that._____ (Name of the Bidder) has received the payments shown above against the respective years.</td>
<td>Remove the mentioned line from the certificate</td>
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<td>3</td>
<td>16</td>
<td>10. Job Description</td>
<td>a. Data Smart Initiative Lead Minimum qualification required is Bachelor’s degree in Information Technology/ Computer Science/ Electronics/ Software Engineer or a related field or Master degree in Information Technology, Computer Science, Software engineer/MBA</td>
<td>a. Data Smart Initiative Lead Minimum qualification required is Bachelor’s degree in Information Technology/ Computer Science/ Electronics/ Software Engineer/Statistics /Town and Regional Planning/ Urban Planning/ Economics/ Municipal Finance, or a related field</td>
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</table>
| 5 | 18 | **10. Job Description**s | **d. Data Maturity Assessment Framework Lead (DMAF)**  
  
  a) Minimum qualification required is Bachelor’s degree in Information Technology/ Computer Science/ Electronics/ Software Engineer/ Statistics or Master degree in Information Technology, Computer Science, Statistics/MBA  
  
  b) Experience Required:  
  6-10 years of experience (including working in Govt. sector) in Collect and analyze data to enable decision-making and process improvement.  |
|   |   |   | **d. Data Maturity Assessment Framework Lead (DMAF)**  
  
  a) Minimum qualification required is Bachelor’s degree in Information Technology/ Computer Science/ Electronics/ Software Engineer/ Statistics or Master degree in Information Technology, Computer Science, Statistics/MBA/Town and Regional Planning/ Urban Planning/ Economics.  
  
  b) Experience Required:  
  3-6 years of experience (including working in Govt. sector) in Collect and analyze data to enable decision-making and process improvement.  |
| 6 | 19 | **10. Job Description**s | **e. Outreach & Capacity Building Expert**  
  
  Minimum qualification required is Graduation/ Postgraduate in Social Science/ Geology/ Human Resource  |
|   |   |   | **e. Outreach & Capacity Building Expert**  
  
  Minimum qualification required is Graduation/ Postgraduate in Social Science/ Geology/ Human Resource/Infrastructure Management  |
| 7 | 20 | **10. Job Description**s | **f. Visualization & GIS Expert**  
  
  a) Minimum qualification required is Bachelor’s degree in Information Technology/ Computer Science/ Electronics/ Geography or Master degree in Information Technology/ Electronics/ Computer Science/ Geography/ Geology/ MBA  
  
  b) Experience Required:  
  Deployment of solutions in machine learning, natural language processing, data analysis/data science etc. or related areas are preferred.  |
|   |   |   | **f. Visualization & GIS Expert**  
  
  a) Minimum qualification required is Bachelor’s degree in Information Technology/ Computer Science/ Electronics/ Geology/ Geography/ Geosciences or Master degree in Information Technology/ Electronics/ Computer Science/ Geography/ Geology/ Geosciences/ MBA or equivalent  
  
  b) Experience Required: Deployment of solutions in data management, data visualization etc.  |
**Management, data visualization etc.**

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<th>8</th>
<th>20</th>
<th>10. Job Description s</th>
<th><strong>g. Data Scientist</strong> Experience Required: 3-6 years of experience (including working in Govt. sector)</th>
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<tbody>
<tr>
<td>9</td>
<td>21</td>
<td>10. Job Description s</td>
<td><strong>h. Research Associate</strong> Minimum qualification required is Bachelor’s degree in Information Technology/ Computer Science/ Electronics/ Commerce/ Economics or a related field or Master degree in Information Technology/ Computer Science/ Electronics/ Commerce/MBA</td>
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</tbody>
</table>
| 10 | 14 | 9. Other Contract Conditions | There are no clause for Confidentiality mentioned in the RFP. | **Confidentiality**

The following confidential parameters should be adhered to buy the CONSULTANT on board till the tenure of the engagement:

a) CONSULTANT shall not, either during the Term or after expiration of the contract, disclose any proprietary or Confidential Information relating to the Services/Agreement and/or NIUA’s business/operations, information, application/software, hardware, business data, architecture schematics, designs, storage media and other information/documents without the prior written consent of the NIUA.  
b) NIUA reserves the right to adopt legal proceedings, civil or criminal, against CONSULTANT in relation to a breach of obligation by CONSULTANT under this Article.  
c) CONSULTANT shall do everything reasonably possible to preserve the confidentiality of the Confidential Information.
Information including execution of a confidentiality agreement with the NIUA to the satisfaction of the NIUA. 

d) CONSULTANT shall notify NIUA promptly if it is aware of any unauthorized disclosure of the Confidential Information other than as permitted by the contract or with the authority of the NIUA.

e) CONSULTANT shall be liable to fully arising from breach of confidentiality.

| 11 | 14 | 9. Other Contract Conditions | There are no clause for Termination mentioned in the RFP | **Penalty and Termination**

A penalty of 10% will be charged in case the CONSULTANT is unable to deliver the outputs as defined. These outputs will be within the Scope of Work as defined in the RFP. If there are significant performance and delivery issues, which will translate into Material Breach, then NIUA may serve a 15-days written notice for curing this Material Breach. In case the Material Breach continues, after the expiry of such notice period, NIUA will have the option to terminate the Contract/Agreement with One (1) month’s notice. Furthermore, if the NIUA determines that the CONSULTANT has engaged in corrupt or fraudulent practices, in competing for or in executing the Contract, then the NIUA is entitled, after giving fifteen (15) days of written notice to the CONSULTANT, to terminate the Contract. Notwithstanding the above, NIUA may terminate the Contract for convenience due to unforeseen circumstances with a notice period of three (3) months. If the Contract is terminated, the CONSULTANT shall proceed with disengagement in a time-bound manner and will cooperate.
| 12 | 14 | 9. Other Contract Conditions | There are no clause for Exit Management mentioned in the RFP | in handing over the services to NIUA. CONSULTANT may terminate the Agreement, or any particular Services, upon written One (1) month’s notice to Client and follow Exit Management Plan if CONSULTANT reasonably determines that CONSULTANT can no longer provide the Services in accordance with applicable law or professional obligations.

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<td>a. The CONSULTANT shall submit a structured and detailed Exit Management plan including a knowledge transfer plan along with the technical proposal. The CONSULTANT needs to update the Transition and Exit management on a half yearly basis or earlier in case of major changes during the entire contract duration. This plan needs to be discussed and approved by the NIUA or its nominated agency.</td>
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<tr>
<td>b. NIUA may blacklist the company as deemed fit for not complying with the Exit Management plan.</td>
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<td>c. The Exit Management plan shall deal with at least the following aspects of exit management in relation to the Project Implementation and Scope of work definition:</td>
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<td>i. A detailed program of the transfer process that could be used in conjunction with a Replacement SI including details of the means to be used to ensure continuing provision of the services throughout the transfer process or until the cessation of the services</td>
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and of the management structure to be used during the transfer;

ii. Plans for training of the Replacement SI Agency/NIUA staff to run the operations of the Project. This training plan along with the training delivery schedule should be approved by NIUA or its nominated agency. The delivery of training along with handholding support on the same would be the responsibility of CONSULTANT.

d. At the end of the contract period or during the contract period, if any other SI agency is identified or selected for providing services related to the CONSULTANT scope of work, the CONSULTANT shall ensure that handover is carried out as per the Terms and Conditions defined in the exit management plan approved by NIUA or its nominated agency.

e. All risks during the transition stage shall be properly documented by the CONSULTANT and mitigation measures shall be planned in advance so as to ensure a smooth transition without any service disruption. The CONSULTANT must ensure that no end of support products (software/hardware) exist at time of transition.

f. The transition and exit management period will start Three (3) months before the expiration of the contract. The CONSULTANT will provide shadow support for at least One and half (1.5) months and secondary support for an additional One and half (1.5) before the end of the operation period or termination of the contract, as
g. In case of termination, the exit management period will start from the effective date of termination or such other date as may be decided by NIUA or its nominated agency and communicated to the CONSULTANT.

h. CONSULTANT must ensure that all critical open issues are closed on the date of exit. All other open issues as on the date of Exit shall be listed and provided to NIUA or its nominated agency.

i. The CONSULTANT shall provide necessary knowledge transfer and transition support. The deliverables are indicated below:

j. Updated transition plan on periodic basis

k. Complete/ Update all the documentation including technical for the entire system handed over to the NIUA or its nominated agency/ replacement CONSULTANT/ identified agency.

l. Handover of the list of complete inventories of all assets exclusively created for this Project.

m. Detailed walk-throughs and demos for the solutions deployed for the project.

n. Hand-over of the entire hardware and software solution including source code, program files, configuration files, setup files, Project documentation, user IDs, passwords, security policies, scripts etc., the transaction Portal and Mobile application developed for NIUA.

o. Knowledge transfer of the system to the incoming delivery agency as per the Terms and Conditions defined in the Exit Management plan approved by applicable at no additional cost to NIUA.
|   |   |   |   |   | NIUA or its nominated agency.  
|   | p. The CONSULTANT shall be released from the Project once successful transition is completed by meeting the parameters defined for successful transition.  
|   | q. The CONSULTANT shall ensure that the project data, assets, and images in the cloud must be preserved for a period of Three (3) months from the end of the contract. This shall not be deleted/ destroyed without the prior consent of NIUA or its nominated agency.  
|   | r. During the exit management period, the CONSULTANT shall use its best efforts to deliver the services.  
|   | s. Payments during the Exit Management period shall be made in accordance with the Terms of Payment Plan.  
|   | t. Training, hand holding and knowledge transfer.  
|   | u. The CONSULTANT shall hold technical knowledge transfer sessions with the designated technical team of the Department and/or any designated delivery agency in the last six (6) months of the Project duration. |   |   |   |
| 13 | 14 | 9. Other Contract Conditions | There are no clause for Dispute Resolution mentioned in the RFP. | **Dispute Resolution**  
1. Any dispute arising out of or in connection with this Agreement shall be referred by written notice:  
   a. first to the Service Manager of each Party who shall meet and endeavour to resolve the dispute between them within five (5) Business Days of such notice; and  
   b. failing resolution of the dispute, to a senior Service Manager of the Supplier and a senior Service Manager of PMC (together with the “Senior Service Managers”) who shall meet and endeavour to resolve the dispute between them within ten (10) Business Days of such notice (the “Senior Service Managers’ Meeting”). The joint written decision of those Senior Service Managers shall be binding on the Parties.  
2. If the Service Managers or Senior Service Managers are unable to resolve the dispute, the Parties shall refer the dispute to arbitration and shall be governed by the provisions of the Arbitration & Conciliation Act, 1996 (as amended). Each dispute submitted by a Party to arbitration shall be heard by a sole arbitrator, in accordance with the following provisions: The Parties may agree to appoint a sole arbitrator or, failing agreement on the identity of such sole arbitrator within thirty (30) days after receipt by the other Party of the Proposal of a name for such an appointment by the Party who initiated the proceedings, either Party may apply to the Indian Council for Arbitration (ICA) for a list of not fewer than five (5) nominees and, on receipt of such list, the Parties shall alternately strike... |
names therefrom, and the last remaining nominee on the list shall be the sole arbitrator for the matter in dispute. Rules of Procedure: Except as otherwise stated herein, arbitration proceedings shall be conducted in accordance with the Arbitration and Conciliation Act, 1996 (Indian Arbitration Act) which is based on the UNCITRAL Model Law on International Commercial Arbitration, 1985 and the UNCITRAL Arbitration Rules, 1976. 2. Miscellaneous: In any arbitration proceeding hereunder:
   a) Proceedings shall, unless otherwise agreed by the Parties, be held in INDIA;
   b) The ENGLISH language shall be the official language for all purposes; and
   c) The decision of the sole arbitrator shall be final and binding and shall be enforceable in any court of competent jurisdiction, and the Parties hereby waive any objections to or claims of immunity in respect of such enforcement.

| 14 | 15 | v. Force Majeure | There is no relevant paragraph written for remote working in the Force Majeure clause. | **Force Majeure**

Remote Work will be facilitated only if the Central Government implements restrictions that may interfere with the provision of onsite services in light of a pandemic-related risk.

| 15 | 5 | 2. Scope of Work | c. Enable development of various data platforms to leverage use of data among various stakeholders | e. Enable development of various data platforms to leverage the use of data among various stakeholders. It includes up-gradation of existing portals, however, the final scope of work will be decided after the finalization of the consultant. |