

# **REQUEST FOR PROPOSAL (RFP)**

*For*

## **APPOINTMENT OF SOFTWARE AGENCY FOR THE DEVELOPMENT AND MAINTENANCE OF 'ASSESSMENT AND MONITORING PLATFORM FOR LIVEABLE, INCLUSIVE AND FUTURE-READY URBAN INDIA' (AMPLIFI 2.0) PLATFORM**

**Published by:**

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## Disclaimer

The information contained in this RFP Document or subsequently provided to bidders, whether verbally or in documentary form by or on behalf of the National Institute of Urban Affairs (NIUA), or any of their representatives, employees or advisors (collectively referred to as “NIUA Representatives”), is provided to bidders on the terms and conditions set out in this RFP Document and any other terms and conditions subject to which such information is provided.

This RFP Document is not a contract and is neither an offer nor an invitation by the NIUA Representatives to any other party. This Document includes statements, which reflect various assumptions and assessments arrived at by NIUA in relation to the assignment. Such assumptions and statements, in this Document do not purport to contain all the information that each bidder may require. This Document may not be appropriate for all persons, and it is not possible for NIUA Representatives to consider the investment objectives, financial situation and particular needs of each party who reads or uses this Document. The assumptions, assessments, information and statements contained in this Document may not be accurate, adequate and complete and each bidder should conduct its own enquiries and analyses, and should check the accuracy, reliability and completeness of the assumptions, assessments, information and statements in this Document, and obtain independent advice from appropriate sources.

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The NIUA Representatives may, in their absolute discretion, but without being under any obligation to do so, update, amend or supplement the information in this RFP Document or cancel process.

## Abbreviations

S. No.	Abbreviation	Explanation
1	BCP	Business Continuity Plan
2	UAT	User Acceptance Test
3	OEM	Original Equipment Manufacturer
4	TOR	Terms of Reference
5	AMPLIFI	Assessment and monitoring platform for liveable, inclusive and future-ready urban india
6	CERT-IN	Indian - Computer Emergency Response Team
7	PDD	Proposal Due Date
8	INR	Indian Rupee
9	LOA	Letter of Agreement
10	IUDX	India Urban Data Exchange
11	STQC	Standardisation, Testing and Quality Certification
12	RPO	Recovery Point Objective
13	RTO	Recovery Time Objective
14	SLA	Service Level Agreement

15	MTTR	Mean Time to Repair
16	MTBF	Mean Time Between Failures

## 1. Section 1: Introduction

- 1.1. Ministry of Housing and Urban Affairs (MoHUA) has engaged National Institute of Urban Affairs (NIUA) also referred to as the Authority in the development, operation and maintenance of the 'Assessment and Monitoring Platform for Liveable, Inclusive and Future-Ready Urban India' (AMPLIFI 2.0) Platform and as part of this endeavour, the Authority has decided to undertake the development and maintenance of AMPLIFI 2.0 Platform (the "Project") via the appointment of a Software Development Agency.
- 1.2. With a view to implementing the Project, the Authority has decided to invite proposals for development, operation and maintenance of AMPLIFI 2.0 Platform to a private entity (the "Agency") selected through a competitive bidding process. The Project would be implemented in accordance with the terms and conditions stated in the Terms of Reference specified at Schedule-1 (the "TOR"). The Agency shall enter into an agreement with the Authority (the "Service Agreement") as specified in Annex-8, Schedule-2.
- 1.3. **Request for Proposals**

The Authority invites proposals (the "Proposals") for appointment of a Software Agency (the "Agency") for undertaking the Project in conformity with the TOR. The Authority intends to select the Agency through an open competitive bidding process in accordance with the procedure set out herein.

This RFP is divided into the following sections:

<b>Section 1</b>	Introduction
<b>Section 2</b>	Instructions to Bidders
<b>Section 3</b>	Evaluation Criteria
<b>Section 4</b>	Fraud and Corrupt Practices
<b>Section 5</b>	Pre-Bid Conference
<b>Section 6</b>	Miscellaneous
<b>Schedules</b>	Schedule 1: Terms of Reference Schedule 2: Contract Agreement Schedule 3: Guidance note on Conflict of Interest

<b>Appendices</b>	Appendix-I: Technical Proposal Appendix-II: Financial Proposal Appendix-III: AMPLIFI 1.0
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**1.4. Due diligence by Bidders**

Bidders are encouraged to inform themselves fully about the assignment and the local conditions before submitting the Proposal by sending queries to the Authority on the email mentioned in clause 1.11, and attending a Pre-Proposal Conference on the date and time specified in Clause 1.10.

**1.5. Validity of the Proposal**

The Proposal shall be valid for a period of not less than 120 days from the Proposal Due Date (the “PDD”).

**1.6. Brief description of the Selection Process**

The Authority has adopted a two stage selection process (collectively the “Selection Process”) for evaluating the Proposals comprising technical and financial bids to be submitted on the GeM portal. 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 bidders 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 Bidder shall be selected for negotiation (the “Selected Bidder”) while the second ranked Bidder will be kept in reserve.

**1.7. Currency conversion rate and payment**

For the purposes of technical evaluation of Bidders, Rs. 80 (Rupees Eighty) per US Dollar shall be considered as the applicable currency conversion rate. In case of any other currency, the same shall first be converted to US Dollars as on the date 60 (sixty) days prior to the Proposal Due Date, and the amount so derived in US Dollars shall be converted into Indian Rupees (INR) at the aforesaid rate. The conversion rate of such currencies shall be the daily representative exchange rates published by the International Monetary Fund for the relevant date.

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

**1.9. Schedule of Selection Process**

The Authority would endeavour to adhere to the following schedule:



S. No.	Event Description	Date
1	Release of RFP	26th December, 2022
3	Last date of receipt of Pre-bid Queries	04th January, 2023
4	Pre-Proposal Conference	13th January, 2023
5	Corrigendum/ Addendum (if any) and response to queries	20th January, 2023
6	Proposal Due Date or PDD (technical and financial bid)	24th January, 2023 (1700 hrs)
7	Opening of Bids	On Proposal of Due Date
8	Presentations for Technical Evaluation	31th January, 2023
9	Opening of Financial bids	TBD
10	Letter of Award (LOA)	TBD

1.10. Pre-Proposal Conference

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

Date: 13th January, 2023

Time: 11:00 AM

Venue: National Institute of Urban Affairs (NIUA), 1st Floor, Core 4B, India Habitat Centre Lodhi Road, New Delhi- 110003

1.11. Communications

All communications including the submission of Proposal and pre-bid queries (only on email) should be addressed to:

The Director,

National Institute of Urban Affairs (NIUA),

1st Floor, Core 4B, India Habitat Centre Lodhi Road, New Delhi- 110003

**Email: [dataspace@niua.org](mailto:dataspace@niua.org)**

1.12. All communications should contain the following information, to be marked as subject in bold letters:

**RFP Notice No.: P/85/2022 - O/o**

**Project:** Appointment of software agency for the development and maintenance of 'Assessment and Monitoring Platform for Liveable, Inclusive and Future-Ready Urban India' (AMPLIFI 2.0) Platform.

## 2. Section 2: Instruction to the Bidders

### A: General

#### 2.1. Scope of Proposal

2.1.1. Bidders are advised that the selection of Agency shall be on the basis of an evaluation by the Authority through the Selection Process specified in this RFP. Bidders 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 NIUA's decisions are without any right of appeal whatsoever.

2.1.2. The Bidder shall submit its Proposal in the form and manner specified in the Part-2 (that consists of the schedules and the appendices) 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 Bidder shall be required to enter into an agreement with the Authority in the form specified at Schedule-2.

#### 2.2. Conditions of Eligibility of Bidders

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

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

S. No.	Parameter	Criteria	Documents Required
1	Company Profile	The Bidder should be a Company (as per the Indian Companies Act) or A Limited Liability Partnership Firm (under Limited Liability Partnership Firm Act 2008) registered in India or registered NGO/Society can participate in this RFP	Copy of Certificate of Incorporation / Registration under Companies Act 1956 or latest Companies Act (for Indian companies); / Registered Partnership Agreement / Self declaration for Sole Proprietorship firm /NGO/Societies Registration document if organisation is

		<p>The Bidder must have an office in India registered with the competent authority and should be operational in India for at least 10 financial years as of 31st March 2022.</p> <p>The Bidder should be registered with GSTN authorities</p>	<p>registered under any other Act Prevailing in India.</p> <p>Copy of Registration Certificates with the GST Authorities.</p>
2	<b>Annual Turnover</b>	<p>The Bidder should have Average Annual Turnover in the last three financial years (i.e., up to FY 2021-22) from IT/ software services / tech consulting of at least INR 10 crores per annum.</p>	<p>Certificate from Statutory Auditor/ CA firm for last 3 financial years (FY 2019-20, 2020-21 &amp; 2021-22) highlighting the area of operations.</p>
3	<b>Number of personnel on rolls of bidder as on the date of RFP release</b>	<p>The Bidder should have at least 100 full-time technical resources on his payroll.</p>	<p>Certificate from the Head of HR of the Bidder/ Statutory Auditor.</p>
4	<b>Organisational Certificate</b>	<p>The bidder should have either of the following certifications:</p> <ul style="list-style-type: none"> <li>• Capability Model Integration (CMMi) Level 3</li> <li>or</li> <li>• Capability Model Integration (CMMi) Level 5</li> </ul>	<p>Valid copy of certificates</p>
5	<b>Project Experience in Similar Domain</b>	<p>The Bidder in the last 5 (Five) years must have experience of at One project (in either one of the categories given below) of value Rs. 96 Lakhs or more for Central/ State Governments/ Public Sector Undertakings.</p> <p>Or</p>	<p>Copy of Contract/ Work Order + Self-Certificate of Project (by Client/ Authorised Signatory). OR Completion Certificate from the Client.</p>

		<p>Two projects (in either one of the categories given below) of value Rs. 72 Lakhs or more for Central/ State Governments/ Public Sector Undertakings.</p> <p>Or</p> <p>Three projects (in either one of the categories given below) of value Rs. 48 Lakhs or more for Central/ State Governments/ Public Sector Undertakings.</p> <p>Similar Projects shall include following categories:</p> <ol style="list-style-type: none"> <li>1. <b>Software Implementation:</b> This should include design, development/customization, testing, and implementation of software for the e-governance domain.</li> <li>2. <b>Data Integration Services:</b> The project must include data modelling and data integration (from multiple unique sources), for business intelligence outcomes using an IT platform.</li> <li>3. <b>Performance Management</b> <b>Tool:</b> Open-source platform/ tool for performance monitoring of cities/ districts (at least 10) at National/ State level in the areas of SDG monitoring, urban indices, and others).</li> </ol>	
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- 2.2.3. Any entity which has been barred/ blacklisted by the Central Government, any State Government, a statutory authority, Ministry of Housing and Urban Affairs (MoHUA) or by National Institute of Urban Affairs (NIUA), or a public sector undertaking, as the case may be, from participating in any project, and the bar subsists as on the date of Proposal, or blacklisted for unsatisfactory past performance, corrupt, fraudulent or any other unethical business practices, would not be eligible to submit a Proposal either by itself or through its Associate.
- 2.2.4. The bidder should have, during the last three years, neither failed to perform on any agreement with a public authority, as evidenced by imposition of a penalty by an arbitral or judicial authority or a judicial pronouncement or arbitration award against the bidder, nor been expelled from any project by a public authority or agreement nor have had any such agreement terminated for breach by such Bidder.
- 2.2.5. While submitting a Proposal, the Bidder should attach clearly marked and referenced continuation sheets in the event that the space provided in the specified forms in the Appendices is insufficient.
- 2.3. **Conflict of Interest**
- 2.3.1. The Bidder shall not have a conflict of interest that may affect the Selection Process or the Agency (the “Conflict of Interest”). Any bidder found to have a Conflict of Interest shall be disqualified.
- 2.3.2. The Authority requires that the agency 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 Agency shall not accept or engage in any assignment that would be in conflict with its prior or current obligations to other clients, or that may place it in a position of not being able to carry out the assignment in the best interests of the Authority.
- 2.3.3. The appointed agency might be disqualified from subsequently providing goods, works or services related to the development and operation of the same Project and any breach of this obligation shall be construed as Conflict of Interest; provided that the restriction herein shall not apply after a period of 5 (five) years from the completion of this assignment.
- 2.4. **Number of Proposals**
- No bidder shall submit more than one proposal.
- 2.5. **Cost of Proposal**
- The Bidder shall be responsible for all of the costs associated with the preparation of their Proposals and their participation in the Selection Process including subsequent negotiation and visits to the

Authority. The Authority will not be responsible or in any way liable for such costs, regardless of the conduct or outcome of the Selection Process.

**2.6. Verification of information**

Bidders are encouraged to submit their respective Proposals after attending the pre-proposal meeting and evaluating the use-cases or any other matter considered relevant by them. Pre-Proposal Conference shall be organised for the benefit of prospective bidders on the date, time and venue.

**2.7. Acknowledgement by the Bidder**

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

- 2.7.1.1. made a complete and careful examination of the RFP;
- 2.7.1.2. received all relevant information requested from the Authority;
- 2.7.1.3. 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;
- 2.7.1.4. 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 proposal and performance of all of its obligations thereunder;
- 2.7.1.5. acknowledged that it does not have a Conflict of Interest; and
- 2.7.1.6. 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 Bidder in respect of any of the above or on account of any matter or thing arising out of or concerning or relating to RFP or the Selection Process, including any error or mistake therein or in any information or data given by the Authority.

**2.8. Right to reject any or all Proposals**

2.8.1. Notwithstanding anything contained in this RFP, the Authority reserves the right to accept or reject any Proposal and to annul the Selection Process and reject all Proposals, at any time without any liability or any obligation for such acceptance, rejection or annulment, and without assigning any reasons thereof.

2.8.2. Without prejudice to the generality of Clause 2.8.1., the Authority reserves the right to reject any Proposal if:

- 2.8.2.1. at any time, a material misrepresentation is made or discovered, or
- 2.8.2.2. the Bidder does not provide, within the time specified by the Authority, the supplemental information sought by the Authority for evaluation of the Proposal.

2.8.3. Misrepresentation/ improper response by the Bidder may lead to the disqualification of the Bidder. If such disqualification/ rejection occurs after the Proposals have been opened and

the highest ranking Bidder gets disqualified/ rejected, then the Authority reserves the right to consider the next best Bidder, or take any other measure as may be deemed fit in the sole discretion of the Authority, including annulment of the selection process.

- 2.9. This RFP and corrigendum published thereof supersedes and replaces any previous public documentation & communications and Bidders should place no reliance on such communications.

## **B. Documents**

### **2.10. Clarifications**

- 2.10.1. Bidders requiring any clarification on the RFP may send their queries to the Authority in writing by email so as to reach before the date mentioned in the Schedule of Selection Process at Clause 1.9.. The e-mail shall clearly bear the following Subject:

"Queries concerning RFP for Appointment of software agency for the development and maintenance of 'Assessment and Monitoring Platform for Liveable, Inclusive and Future-Ready Urban India' (AMPLIFI 2.0) Platform."

The Authority shall endeavour to respond to the queries within 5 Days. The responses will be sent by email. The Authority will post the reply to all such queries via email.

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

### **2.11. Amendment of RFP**

- 2.11.1. At any time prior to the deadline for submission of Proposal, the Authority may, for any reason, whether at its own initiative or in response to clarifications requested by a bidder, modify the RFP document by the issuance of Addendum/ Amendment and posting it on the GeM portal and by conveying the same to the prospective bidder by email.

- 2.11.2. In order to afford the Bidders 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.

## **C. Preparation And Submission Of Proposal**

### **2.12. Language**

The Proposal with all accompanying documents (the "Documents") and all communications in relation to or concerning the Selection Process shall be in English language and strictly on the forms



provided in this RFP. No supporting document or printed literature shall be submitted with the Proposal unless specifically asked for and in case any of these Documents is in another language, it must be accompanied by an accurate translation of the relevant passages in English, in which case, for all purposes of interpretation of the Proposal, the translation in English shall prevail.

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

- 2.13.1. The Bidder 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.
- 2.13.2. Bidders should note the Proposal Due Date, as specified in Clause 1.9., for submission of Proposals. Except as specifically provided in this RFP, no supplementary material will be entertained by the Authority, and that evaluation will be carried out only on the basis of Documents received by the closing time of Proposal Due Date as specified in Clause 2.17.1.. Bidders 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 2.22..

### **2.14. Technical Proposal**

- 2.14.1. Bidders shall submit the technical proposal in the formats at Appendix-I (the “Technical Proposal”)
- 2.14.2. While submitting the Technical Proposal, the Bidder shall, in particular, ensure that:
  - 2.14.2.1. all forms are submitted in the prescribed formats and signed by the prescribed signatories;
  - 2.14.2.2. CVs of all Professional Personnel have been included;
  - 2.14.2.3. the CVs shall contain an undertaking from the respective Key Personnel about his/her availability for the duration specified in the RFP;
  - 2.14.2.4. Professional Personnel proposed have good working knowledge of English language;
  - 2.14.2.5. Key Personnel would be available for the period indicated in the TOR;
  - 2.14.2.6. The proposal is responsive in terms of Clause 2.20.
- 2.14.3. Failure to comply with the requirements spelt out in this Clause 2.14. shall make the Proposal liable to be rejected.
- 2.14.4. If an agency makes a false averment regarding his qualification, experience or other particulars, or his commitment regarding availability for the Project is not fulfilled at any

stage after signing of the Agreement, he shall be liable to be debarred for any future assignment of the Authority for a period of 5 (five) years. The award of this Agency to the Bidder may also be liable to cancellation in such an event.

- 2.14.5. The Technical Proposal shall not include any financial information relating to the Financial Proposal.
- 2.14.6. The Authority reserves the right to verify all statements, information and documents, submitted by the Bidder 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 Bidder of its obligations or liabilities hereunder nor will it affect any rights of the Authority thereunder.
- 2.14.7. 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 Bidder or the Bidder has made material misrepresentation or has given any materially incorrect or false information, the Bidder shall be disqualified forthwith if not yet appointed as the Agency either by issue of the LOA or entering into of the Agreement, and if the Selected Bidder 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 Bidder, as the case may be.

## **2.15. Financial Proposal**

- 2.15.1. Bidders shall submit the financial proposal in the formats at Appendix-II (the “Financial Proposal”) clearly indicating the total cost of the contract in both figures and words, in Indian Rupees, and signed by the Bidder’s authorised Representative. The amount must be inclusive of all taxes. In the event of any difference between figures and words, the amount indicated in words shall prevail. In the event of a difference between the arithmetic total and the total shown in the Financial Proposal, the lower of the two shall prevail.
- 2.15.2. While submitting the Financial Proposal, the Bidder shall ensure the following:
  - 2.15.2.1. All the costs associated with the project shall be included in the Financial Proposal. 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.
  - 2.15.2.2. 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.

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

## **2.16. Submission of Proposal**

- 2.16.1. The Bidders shall submit the Proposal on the GeM portal. Each page of the submission shall be initialled by the authorised Representative of the Bidder as per the terms of the RFP.
- 2.16.2. The Technical Proposal shall contain the proposal in the prescribed format (Appendix-I) and with all the supporting documents.
- 2.16.3. The Financial Proposal shall contain the Financial Proposal in the prescribed format (Appendix-II).
- 2.16.4. The Proposal shall be made in the Forms specified in this RFP. Any attachment to such Forms must be provided and only information that is directly relevant should be provided.
- 2.16.5. The rates quoted shall be firm throughout the period of performance of the assignment up to discharge of all obligations of the Agency under the Agreement.

## **2.17. Proposal Due Date**

- 2.17.1. Proposal should be submitted at or before 1700 hrs on the Proposal Due Date specified in Clause 1.9. on the GeM portal in the manner and form as detailed in this RFP.
- 2.17.2. The Authority may, in its sole discretion, extend the Proposal Due Date by issuing an Addendum.

## **2.18. Performance Security**

- 2.18.1. The Bidder, by submitting its Proposal pursuant to this RFP, shall be deemed to have acknowledged that without prejudice to the Authority's any other right or remedy hereunder or in law or otherwise, its Performance Security shall be forfeited and appropriated by the Authority as the mutually agreed pre-estimated compensation and damages payable to the Authority for, inter alia, the time, cost and effort of the Authority in regard to the RFP, including the consideration and evaluation of the Proposal, under the following conditions:
  - 2.18.1.1. If a bidder engages in any of the Prohibited Practices specified in Clause 4.1. of this RFP;
  - 2.18.1.2. if the Bidder is found to have a Conflict of Interest as specified in Clause 2.3. and
  - 2.18.1.3. if the Selected Bidder commits a breach of the Agreement.
- 2.18.2. 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 2.19. , which may be forfeited and appropriated in accordance with the provisions hereof.



## **D. Evaluation Process**

### **2.19. Evaluation of Proposals**

- 2.19.1. The Authority shall open the Technical Proposals on Proposal Due Date, on the GeM portal.
- 2.19.2. Prior to evaluation of Proposals, the Authority will determine whether each Proposal is responsive to the requirements of the RFP. The Authority may, in its sole discretion, reject any Proposal that is not responsive hereunder. A Proposal shall be considered responsive only if:
  - 2.19.2.1. the Technical Proposal is received in the form specified at Appendix-I;
  - 2.19.2.2. it is received by the Proposal Due Date including any extension thereof pursuant to Clause 2.17.;
  - 2.19.2.3. it is signed by the authorised Signatory.
  - 2.19.2.4. it contains all the information (complete in all respects) as requested in the RFP;
  - 2.19.2.5. it does not contain any condition or qualification; and
  - 2.19.2.6. it is not non-responsive in terms hereof.
- 2.19.3. 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.
- 2.19.4. The Authority shall subsequently examine and evaluate Proposals in accordance with the Selection Process specified at Clause 1.6. and the criteria set out in Section 1. of this RFP.
- 2.19.5. After the technical evaluation, the Authority shall prepare a list of pre-qualified and shortlisted Bidders in terms of Clause 3.2. for opening of their Financial Proposals. The Authority will not entertain any query or clarification from Bidders 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.
- 2.19.6. Bidders are advised that Selection shall be entirely at the discretion of the Authority. Bidders 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.
- 2.19.7. 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 Bidder if the contract is subsequently awarded to it.

### **2.20. Confidentiality**

- 2.20.1. Information relating to the examination, clarification, evaluation, and recommendation for the selection of Bidders 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.

**2.21. Clarifications**

- 2.21.1. To facilitate evaluation of Proposals, the Authority may, at its sole discretion, seek clarifications from any Bidder 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 via email.
- 2.21.2. If a Bidder does not provide clarifications sought under Clause 2.22. 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 Bidder shall be barred from subsequently questioning such interpretation of the Authority.

## **E. Appointment of Agency**

### **2.22. Negotiations**

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

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

### **2.23. Indemnity**

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

### **2.24. Award of Contract**

2.24.1. After selection, a Letter of Award (the "LOA") shall be issued, by the Authority to the Selected Bidder and the Selected Bidder shall, within 15 (fifteen) days of the receipt of the LOA, sign and return the duplicate copy of the LOA in acknowledgement thereof. The contract will be signed after the submission of performance guarantee as specified in the RFP.

### **2.25. Execution of Agreement**

2.25.1. After acknowledgement of the LOA as aforesaid by the Selected Bidder, it shall execute the Agreement within the mentioned period in LOA. The Selected Bidder shall not be entitled to seek any deviation in the Agreement.

### **2.26. Commencement of assignment**

2.26.1. The Agency 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 Agency fails to either sign the Agreement as specified in Clause 2.26. or commence the assignment as specified herein, the Authority may invite the second ranked Bidder for negotiations.

2.26.2. Subject to the provisions of Clause 2.21., all documents and other information provided by the Authority or submitted by a bidder to the Authority shall remain or become the property

of the Authority. Bidders are to treat all information as strictly confidential. The Authority will not return any Proposal or any information related thereto. All information collected, analysed, processed or in whatever manner provided by the Bidder to the Authority in relation to the Agency shall be the property of the Authority.



### 3. Section 3. Evaluation Criteria

#### 3.1. 3.1. Evaluation of Technical Proposals

3.1.1. In the first stage, the Technical Proposal will be evaluated. Only those Bidders whose Technical Proposals get a score of 80 (eighty) marks or more out of 100 (one hundred) shall qualify for further consideration, and shall be ranked from highest to the lowest on the basis of their technical score (ST).

3.1.2. Each Key Personnel must score a minimum of 60% (sixty per cent) marks except as provided herein. A Proposal shall be rejected if the Project Director & Team Leader scores less than 60% (sixty per cent) marks or any two of the remaining Key Personnel score less than 60% (sixty per cent) marks. In case the Selected Bidder has one Key Personnel, other than the Project Director & Team Leader, who scores less than 60% marks, he would have to be replaced during negotiations, with a better candidate who, in the opinion of the Authority, would score 60% (sixty per cent) or above.

3.1.3. The scoring criteria to be used for evaluation shall be as follows.

Item Code	Parameter	Criteria	Documents Required	Maximum Marks
1	<b>Annual Turnover</b>	Eligible Bidder having average annual turnover as below in previous three financial years (FY 2019-20, 2020-21 & 2021-22) from IT/ software services/ tech consulting, will be awarded marks as under: <ul style="list-style-type: none"> <li>Greater than Rs. 10 cr and up to Rs. 30 cr: 2 marks</li> <li>Greater than Rs. 30 cr and up to Rs. 50 cr: 3 marks</li> <li>Above Rs. 50 cr: 5 marks</li> </ul>	Certificate from Statutory Auditor/ CA firm for last 3 financial years (FY 2019-20, 2020-21 & 2021-22) highlighting the area of operations.	5
2	<b>Number of personnel on rolls of bidder as on the date of RFP release</b>	The bidder should have technical and managerial capability to undertake the assignment. Marks for the purpose of evaluation of bids will be awarded in the following manner:	Certificate from the Head of HR of the Bidder/ Statutory Auditor.	5

		<ul style="list-style-type: none"> <li>• Less than 30: 0 marks</li> <li>• From 30 to 100: 1 marks</li> <li>• From 101 to 200: 2 marks</li> <li>• From 201 to 250: 3 marks</li> <li>• From 251 to 300: 4 marks</li> <li>• Above 300: 5 marks</li> </ul>		
3 a	<b>Software Implementation:</b> Software implementation services for e-Governance project by the bidder in last 5 (five) Years	<p>The bidder must have experience of implementing at least two software development projects of value Rs. 50 lakhs or more each for Central/ State Governments/ Public Sector Undertakings. The projects should include design, development/ customization, testing and implementation of software for the e-governance domain.</p> <p>The scoring criteria is as follows:</p> <ul style="list-style-type: none"> <li>• 2 Projects: 5 marks</li> <li>• 3 Projects: 10 marks</li> <li>• 4 or more Projects: 15 marks</li> </ul>	Copy of Contract/ Work Order + Self-Certificate of Project (by Client/ Authorised Signatory). OR Completion Certificate from the Client.	15
3 b	<b>Data Integration Services:</b> Integration of data using an IT platform by the bidder in last 5 (five) Years	<p>The bidder must have experience of implementation of at least one data integration project of Rs. 50 lakhs or more for Central/ State Governments/ Public Sector Undertakings.</p> <p>The project should include data modelling and data integration (from multiple unique sources), for business intelligence outcomes using an IT platform.</p>	Copy of Contract/ Work Order + Self-Certificate of Project (by Client/ Authorised Signatory). OR Completion Certificate from the Client.	15

		<p>The scoring criteria is as follows:</p> <ul style="list-style-type: none"> <li>• More than 15 data sources: 15 marks</li> <li>• More than 10 and up to 15 data sources: 10 marks</li> <li>• More than 5 and up to 11 data sources: 5 marks</li> <li>• Else: 0 marks</li> </ul>	<p><i>Note: The project should have gone live in the last 5 (five) years from the date of proposal submission and the data warehouse/ target database should have more than 10 TB of data volume.</i></p>	
3 c	<p><b>Performance Management Tool/Platform:</b></p> <p>Open-source platform/ tool for performance monitoring by the bidder in last 5 (five) Years</p>	<p>The bidder must have experience of at least one performance management project implementation of value Rs. 50 lakhs or more for Central/ State Governments/ Public Sector Undertakings.</p> <p>The projects should consist of deployment of an open-source platform/ tool for performance monitoring of cities/ districts (at least 10) at National/ State level in the areas of SDG monitoring, urban indices).</p> <p>The scoring criteria is as follows:</p> <ul style="list-style-type: none"> <li>• 1 Project: 5 marks</li> <li>• 2 Projects: 10 marks</li> <li>• 3 or more Projects: 15 marks</li> </ul>	<p>Copy of Contract/ Work Order + Self-Certificate of Project (by Client/ Authorised Signatory). OR Completion Certificate from the Client.</p>	15
4	<p><b>Organisational Certificate</b></p>	<p>The bidder should have the following certifications:</p> <ul style="list-style-type: none"> <li>• Capability Model Integration (CMMi) Level 3: 5 marks</li> <li>• Capability Model Integration (CMMi) Level 5: 10 marks</li> </ul>	<p>Valid copy of certificates</p>	5

5	<b>Project Understanding &amp; Approach</b>	<ul style="list-style-type: none"> <li>• Understanding of various Data initiatives at MoHUA – 3 marks</li> <li>• Technical Approach &amp; Methodology, including Work Plan – 5 marks</li> <li>• Selection of a modern technology stack for the platform - 5 marks</li> <li>• Product Design/ Mock-ups - 7 marks</li> </ul>	Bidder's Technical Proposal & Presentation made by the Bidder.	20
6	<b>Demo of Similar Projects</b>	<ul style="list-style-type: none"> <li>• Short demonstration of identified projects across the criteria stated in Point 3 (a, b and c).</li> </ul>	Live Demo by the Bidder.	15
7	<b>Team Composition</b>	<ul style="list-style-type: none"> <li>• Qualification</li> <li>• Total Experience</li> <li>• Relevant Experience</li> </ul>	CVs of the proposed team members	5
	<b>TOTAL</b>			<b>100</b>

3.1.4. While awarding marks for the number of Eligible Projects, the Bidder that has undertaken the highest number of Eligible Assignments shall be entitled to the maximum score for the respective category and all other competing Bidders shall be entitled to a proportionate score. No score will be awarded to a bidder for fulfilling the eligibility criteria of a minimum number of Eligible Assignments and only projects exceeding the eligibility criteria shall qualify for scoring. For the avoidance of doubt and by way of illustration, if the minimum number of Eligible Projects for meeting the eligibility criteria is say, 3 (three), then an equivalent number will be ignored for each Bidder and only the balance remaining will be considered for awarding scores relating to the number of Eligible Assignments on a proportionate basis. However, for assigning scores in respect of the size and quality of Eligible Assignments, all Eligible Assignments of the Bidder shall be considered.

3.1.5. The Authority would invite each shortlisted Bidder to make a presentation to demonstrate its understanding of the assignment, and its proposed approach, development methodology, architecture, key features and work plan. The presentation should preferably be made by the proposed Key Personnel. The presentation should inter alia demonstrate a maximum of 3 similar live projects undertaken by the Bidder in the last 5 years. The number of slides in the

powerpoint presentation should not exceed 50 and the presentation should ideally not exceed 60 minutes.

3.1.6. Eligible Assignments

For the purposes of determining Conditions of Eligibility and for evaluating the Proposals under this RFP, agency assignments in respect of the following projects for e-governance domain shall be deemed as eligible assignments (the “Eligible Assignments”):

- 3.1.6.1. Assignment involving intuitive and easily navigable live web/app interface post user testing phase with 500+ active users viewing end user facing interactive reports with backend consisting of data warehousing from 1TB+ high data volumes; or
- 3.1.6.2. Assignment involving mining and natural language processing based search on 1TB+ high data with interactive visualisation to showcase the results; or
- 3.1.6.3. Assignment involves extraction of large amounts of semi-structured data and its processing into machine readable formats with semantic classification of data points into a common scheme.

3.2. Short-listing of the Bidders

Of the Bidders ranked as aforesaid, not more than 5 (five) shall be qualified and short-listed for financial evaluation in the second stage. However, if the number of such pre-qualified Bidders is less than two, the Authority may, in its sole discretion, pre-qualify the Bidder(s) whose technical score is less than 80 (eighty) points even if such Bidder(s) do(es) not qualify in terms of Clause 3.1.2.; provided that in such an event, the total number of pre-qualified and short-listed Bidders shall not exceed two.

3.3. Evaluation of Financial Proposal

- 3.3.1. In the second stage, the financial evaluation will be carried out as per this Clause.
- 3.3.2. Each Financial Proposal will be assigned a financial score ( $S_F$ ).
- 3.3.3. For financial evaluation, the total cost indicated in the Financial Proposal, will be considered.
- 3.3.4. The Authority will determine whether the Financial Proposals are complete and unconditional. The cost indicated in the Financial Proposal shall be deemed as final and reflecting the total cost of services. Omissions, if any, in costing any item shall not entitle the firm to be compensated and the liability to fulfil its obligations as per the TOR within the total quoted price shall be that of the Agency. The amount of lowest Financial Proposal ( $F_M$ ) will be given a financial score ( $S_F$ ) of 100 points. The financial scores of other Proposals will be computed as follows:

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

(F = amount of Financial Proposal)

3.4. Combined and final evaluation

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

$$S = S_T \times 0.8 + S_F \times 0.2$$

Where S is the combined score.

- 3.4.2. The Selected Bidder shall be the first ranked Bidder (having the highest combined score). The second ranked Bidder shall be kept in reserve and may be invited for negotiations in case the first ranked Bidder withdraws, or fails to comply with the requirements specified in Clauses 2.23. , 2.26. and 2.27., as the case may be.

## 4. Section 4. Fraud And Corrupt Practices

- 4.1. The Bidders 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 Bidder, if it determines that the Bidder has, directly or indirectly or through an agent, engaged in corrupt practice, fraudulent practice, coercive practice, undesirable practice or restrictive practice (collectively the “Prohibited Practices”) in the Selection Process. In such an event, the Authority shall, without prejudice to its any other rights or remedies, forfeit and appropriate the 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 Bidder’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 a bidder is found by the Authority to have directly or indirectly or through an agent, engaged or indulged in any corrupt practice, fraudulent practice, coercive practice, undesirable practice or restrictive practice during the Selection Process, or after the issue of the LOA or the execution of the Agreement, such Bidder 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 Bidder is found by the Authority to have directly or through an agent, engaged or indulged in any corrupt practice, fraudulent practice, coercive practice, undesirable practice or restrictive practice, as the case may be.
- 4.3. For the purposes of this Section, the following terms shall have the meaning hereinafter respectively assigned to them:
  - 4.3.1. “corrupt practice” means (i) the offering, giving, receiving, or soliciting, directly or indirectly, of anything of value to influence the action of any person connected with the Selection Process (for avoidance of doubt, offering of employment to or employing or engaging in any manner whatsoever, directly or indirectly, any official of the Authority who is or has been associated in any manner, directly or indirectly with the Selection Process or the LOA or has dealt with matters concerning the Agreement or arising therefrom, before or after the execution thereof, at any time prior to the expiry of one year from the date such official resigns or retires from or otherwise ceases to be in the service of the Authority, shall be deemed to constitute influencing the actions of a person connected with the Selection Process); or (ii) save as provided herein, engaging in any manner whatsoever, whether during the Selection Process or after the issue of the LOA or after the execution of the Agreement,

as the case may be, any person in respect of any matter relating to the Project or the LOA or the Agreement, who at any time has been or is a legal, financial or technical Agency of the Authority in relation to any matter concerning the Project;

- 4.3.2. “fraudulent practice” means a misrepresentation or omission of facts or disclosure of incomplete facts, in order to influence the Selection Process;
- 4.3.3. “coercive practice” means impairing or harming or threatening to impair or harm, directly or indirectly, any persons or property to influence any person’s participation or action in the Selection Process;
- 4.3.4. “undesirable practice” means establishing contact with any person connected with or employed or engaged by the Authority with the objective of canvassing, lobbying or in any manner influencing or attempting to influence the Selection Process; or having a Conflict of Interest; and
- 4.3.5. “restrictive practice” means forming a cartel or arriving at any understanding or arrangement among Bidders with the objective of restricting or manipulating a full and fair competition in the Selection Process.



## 5. Section 5. Pre-Bid Conference

- 5.1. Pre-Proposal Conference of the Bidders shall be convened at the designated date, time and place. Only eligible Bidders shall be allowed to participate in the Pre-Bid Conference.
  - 5.2. During the Pre-Bid Conference, the Bidders 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.
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## 6. Section 6. Miscellaneous

- 6.1. The Selection Process shall be governed by, and construed in accordance with, the laws of India and the Courts in the State in which the Authority has its headquarters shall have exclusive jurisdiction over all disputes arising under, pursuant to and/or in connection with the Selection Process.
- 6.2. The Authority, in its sole discretion and without incurring any obligation or liability, reserves the right, at any time, to:
  - 6.2.1. 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;
  - 6.2.2. consult with any Bidder in order to receive clarification or further information; retain any information and/or evidence submitted to the Authority by, on behalf of and/or in relation to any Bidder; and/or
  - 6.2.3. independently verify, disqualify, reject and/or accept any and all submissions or other information and/or evidence submitted by or on behalf of any Bidder.
- 6.3. It shall be deemed that by submitting the Proposal, the Bidder agrees and releases the Authority, its employees, agents and advisers, irrevocably, unconditionally, fully and finally from any and all liability for claims, losses, damages, costs, expenses or liabilities in any way related to or arising from the exercise of any rights and/or performance of any obligations hereunder, pursuant hereto and/or in connection herewith and waives any and all rights and/or claims it may have in this respect, whether actual or contingent, whether present or future.
- 6.4. All documents and other information supplied by the Authority or submitted by a bidder shall remain or become, as the case may be, the property of the Authority. The Authority will not return any submissions made hereunder. Bidders are required to treat all such documents and information as strictly confidential.
- 6.5. The Authority reserves the right to make inquiries with any of the clients listed by the Bidders in their previous experience record.

## SCHEDULES

## SCHEDULE - 1

## TERMS OF REFERENCES

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## GLOSSARY

S. No.	Items	Description
1.	Data Pipeline	A data pipeline is a set of data processing elements connected in series, where the output of one element is the input of the next one. The elements of a pipeline are often executed in parallel or in time-sliced fashion.
2.	Design Thinking	Design thinking is an approach to problem-solving that focuses on innovation and creation. UX/UI Designers use the design thinking process to discover problems and come up with creative solutions by thoroughly understanding their users' goals, frustrations, and end-tasks.
3.	Public Code Repository	An online platform to host and maintain versions of source code.
4.	Question Bank	A database of questions along with various metadata for each question.
5.	Question Owner	A user who created the question and is responsible for the validation of the responses.
6.	Validation	The process of checking the correctness of a response.

# SCHEDULE-1

## Terms of Reference (TOR)

### 1. GENERAL

- 1.1. The Ministry of Housing and Urban Affairs (MoHUA) in an attempt to create India's first of its kind Urban Data Bank has developed a data collection platform viz. Assessment and Monitoring Platform for Liveable, Inclusive and Future-ready urban India (AMPLIFI 2.0), also known as AMPLIFI 1.0.
- 1.2. MoHUA aims to further the scope of the current AMPLIFI platform and also include features such as GIS analytics and visualisations.
- 1.3. The National Institute of Urban Affairs (NIUA) has been assigned by MoHUA to anchor this work.
- 1.4. NIUA seeks the services of qualified agencies for developing, operating and maintaining the next version of AMPLIFI 1.0, hereinafter known as AMPLIFI 2.0. The Terms of Reference (the "TOR") for the same are specified below. The assignment will be guided by the provisions of this TOR, Service Agreement, Good Industry Practice and Applicable Laws.

### 2. OBJECTIVE

- 2.1. The objective of this assignment is to undertake the development, operation and maintenance of an open source web platform that will act as an "Urban Data Bank" by enabling assessment and monitoring of various ULBs through "question based assessment" (may also be used for self-survey) and "validation of responses" through automated and manual interventions along with analysis and visualisation of various indicators derived from the collected data points.

### 3. SCOPE OF WORK

#### 3.1. DEVELOPMENT

- 3.1.1. Development of an assessment module: This includes a question bank module (a module to help create a database of questions with different response types), a form builder module, data collection module (web interface to respond to questions and upload relevant files).
- 3.1.2. Development of a validation module: This includes an interface to accept or reject response to a question along with remarks from one or more validators
- 3.1.3. Development of data processing pipelines and visualisations: This includes data pipelines to support data validation and visualisations. Visualisation will be built to monitor the progress of each assessment along with the performance of the



AMPLIFI 2.0 platform. One or more dashboards or visualisations (GeoSpatial and non GeoSpatial) will be built for Urban Outcomes Framework with KPIs mentioned in the TOR under section 5.1.1. Visualisation platform will support downloading complete or partial datasets (after filtering) along with any visualisation with relevant access control

- 3.1.4. Documentation and training of the staff: This includes development of relevant documentations as mentioned in the TOR under section 5.4 and training the staff as mentioned in the TOR under section 5.6

### 3.2. OPERATIONS

- 3.2.1. O&M: Operations and maintenance of the overall platform during the Operations Phase

## 4. AMPLIFI 1.0

- 4.1. The current platform has the capacity to host more than 440+ data points across 14 sectors  
4.2. More details can be found in Appendix-III

## 5. DEVELOPMENT PHASE

### 5.1. Features and Functionality

- 5.1.1. The AMPLIFI 2.0 would be developed in accordance with global best practices in line with similar initiatives internationally in order to achieve the above objectives. The following minimum features shall be complied with:

Category	Features
<b>Non Functional Requirements</b>	<ol style="list-style-type: none"> <li>1. Automated website backup on NIUA provided cloud infrastructure.</li> <li>2. Cross-browser compatibility.</li> <li>3. Responsive web design across web interfaces, mobiles, and tablets (e.g. disabled images, various resolutions/font sizes).</li> <li>4. Fast page loads and form submission (page load time involving less than 50 survey questions should be less than 3 seconds for internet connectivity of 512 kbps and form submission at the end of the survey should be done in less than 5 seconds).</li> <li>5. Should be compliant with the <a href="#">Guidelines for Indian Government Websites (GIGW)</a>, <a href="#">Interoperability</a></li> </ol>

	<p><a href="#">Framework for E-Governance</a> and <a href="#">India Enterprise Architecture (IndEA)</a> in India issued by the Ministry of Electronics and Information Technology (MeitY).</p> <p>6. The source code during and after the Development Phase of all the modules in AMPLIFI 2.0 will be pushed to a GIT compatible code repository owned by the National Institute of Urban Affairs.</p> <p>7. All the modules during production deployment should be containerized and be cloud agnostic.</p> <p>8. Up to 20% changes in the functional requirements during SRS</p>
<b>Assessment Requirements</b>	<p><b>1. Form Builder Module</b></p> <p>a. This module should be OpenRosa or ODK XForms specification compatible. Please <a href="#">refer to the specs</a> for more details.</p> <p>b. Question bank module (a database of questions shared across various users with appropriate permission) for users with specific roles to add questions with various response types as mentioned below:</p> <ol style="list-style-type: none"> <li>i. Select One</li> <li>ii. Select Many</li> <li>iii. Short Text</li> <li>iv. Long Text</li> <li>v. Number (Integer)</li> <li>vi. Decimal (Float)</li> <li>vii. Date</li> <li>viii. Time</li> <li>ix. Date and time</li> <li>x. Point (on a map)</li> <li>xi. Line (on a map)</li> <li>xii. Area (on a map)</li> <li>xiii. Photo (With a preference to set the maximum size [MiB] and a list of supported formats)</li> </ol>

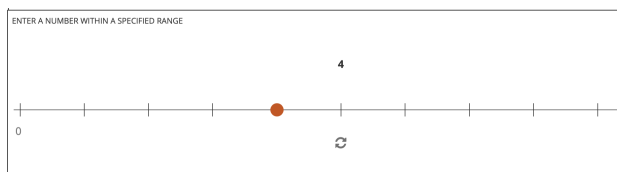
- xiv. Audio (With a preference to set the maximum size [MiB] and a list of supported formats)
- xv. Video (With a preference to set the maximum size [MiB] and a list of supported formats)
- xvi. Note (no response, just a note)
- xvii. Barcode / QR Code
- xviii. Acknowledgement (text + a checkbox)
- xix. Rating
- xx. Question Matrix (response filled in a cell of a table)

NEW QUESTION	COLUMN	COLUMN
ROW	23	45

- xxi. Ranking: Ordered from a list of options

NEW QUESTION
1ST CHOICE
Item to be ranked 1
2ND CHOICE
Item to be ranked 2

- xxii. Calculated field (to be auto filled based on a custom logic and variable from some response)
- xxiii. Hidden (type="hidden", value set while building the form)
- xxiv. File Upload
- xxv. Range



- xxvi. Any other response type if needed will be incorporated during the development phase
- c. Question bank module should have a feature to group questions in a collection. Examples of collection could be economy, demographics, finance etc.
- d. Collection within the question bank can be shared with various users with read / write access to view / add questions.

	<ul style="list-style-type: none"> <li>e. Every question in the bank will have a unique question owner (a type of user) associated with it.</li> <li>f. A form builder tool to create an assessment from the question bank or adding the question directly to the form. The form builder should have the following functionalities: <ul style="list-style-type: none"> <li>i. Feature to group a set of questions and set a name to the group</li> <li>ii. Drag and drop UI to order the questions in the form and move them across groups</li> <li>iii. Feature to copy a question</li> <li>iv. Save the form as a draft</li> <li>v. User can edit a draft or a published form</li> <li>vi. Custom logic to skip one or more questions or a group</li> <li>vii. Custom validation condition for each question. Validations can be set through a UI or added as a script. Please refer to <a href="#">Response Validation in KoboToolbox</a>.</li> <li>viii. User can preview the form before publishing it</li> <li>ix. User can invite people through emails to fill the assessment / form</li> <li>x. Users can set a form layout style. Up to 5 custom form layout designs will be designed and developed along with integrating them in the data collection module.</li> <li>xi. Users can customise the name of the data point (or column name) for each question or group.</li> <li>xii. Feature to add media (images, audio or video) along with the text to a question. <a href="#">Refer to this video</a> for details.</li> <li>xiii. Feature to disable a question (“&lt;input disabled&gt;”)</li> <li>xiv. Feature to add metadata to the form like deadline, title, description etc.</li> </ul> </li> </ul>
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	<ul style="list-style-type: none"> <li>xv. Feature to add metadata to every question. This includes description (string), data sources (string), reference period (string) and a template for the supporting documents (attachment as a spreadsheet and / or document).</li> <li>xvi. Create and implement an efficient workflow for the submission of the supporting documents for each question.</li> <li>xvii. Form creator can grant permissions (view / edit forms, view / add / edit / validate / delete submissions) to specific users</li> <li>xviii. Feature to connect two or more forms to autofill data in the child form based on a calculated value from a parent form</li> <li>xix. Feature to automatically post submissions to an API endpoint</li> <li>g. Data preview for submissions <ul style="list-style-type: none"> <li>i. Data preview in a tabular format with edit, show, delete functionalities for every row in the table</li> <li>ii. Preview all media submitted as a response to the assessment</li> <li>iii. Preview all GIS data submitted as a response on a map</li> </ul> </li> <li>h. Form summary to show total submission and number of submissions each day.</li> <li>i. Feature to add multiple language translations for each string in the form with compatible web font for each language</li> </ul> <p>Note: The bidding agency can build this module on an existing open source code given all the functionalities are covered in the final deliverable. Some of the examples for these open source projects are <a href="#">KoboToolbox</a> and <a href="#">ODK</a>. The feasibility of building all the proposed features from scratch or by extending the open source code should be exercised by the</p>
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	<p>bidding agency and an approach along with a rationale should be provided in the technical proposal.</p> <p><b>2. Data Collection</b></p> <ul style="list-style-type: none"> <li>a. This module should be OpenRosa or ODK XForms specification compatible. Please <a href="#">refer to the specs</a> for more details.</li> <li>b. Users can see a list of assessments for them to be filled along with the deadline</li> <li>c. Feature to choose a language of the form</li> <li>d. Identify and implement a workflow to get supporting documents and remarks associated with each response.</li> <li>e. User can input the response to each question</li> <li>f. Data from previous assessment year(s) associated to the question will be visible to the user while filling in the response</li> <li>g. User can download a template for the supporting document available with each question</li> <li>h. Option to bulk upload the responses and corresponding supporting documents using a template.</li> <li>i. Ability to auto save the form as draft in the background.</li> <li>j. Show progress of form completion in percentage and absolute value, in each group and overall</li> <li>k. Show number of questions in each group</li> <li>l. Ability to navigate between different groups</li> <li>m. User is informed on unsuccessful validation of response of each question</li> <li>n. At any point in time while filling the responses a user can download the PDF with all the questions and responses submitted as a preview</li> </ul> <p>Note: The bidding agency can build this module on an existing open source code given all the functionalities are covered in the final deliverable. Some of the examples for these open source projects are <a href="#">Enketo</a> and <a href="#">ODK</a>. The</p>
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	<p>feasibility of building all the proposed features from scratch or by extending the open source code should be exercised by the bidding agency and an approach along with a rationale should be provided in the technical proposal.</p>
<p><b>Response Validation Requirements</b></p>	<ol style="list-style-type: none"> <li>This module is part of a three layer response validation; <ol style="list-style-type: none"> <li>First Layer: Within the frontend (JavaScript Form Validation) as given in the custom validation logic in the Form Builder Module</li> <li>Second Layer: Validation using a data pipeline that will be triggered on each submission (as given in Data Processing requirement in the table below)</li> <li>Third Layer: Data validation by a human by accepting / rejecting responses after reading them. The features in this layer are given in this section.</li> </ol> </li> <li>The validator module will support multiple rounds of validation</li> <li>The validator module will have three types of users; admin, validator and question owner.</li> <li>Workflow of validation: <ol style="list-style-type: none"> <li>An admin user can create a job by assigning a subset of responses or collections (as per the question bank, for example all the economy questions to one validator) to one or more validator user(s). The same job will be maintained across different rounds of validation.</li> </ol> </li> </ol> <div data-bbox="776 1419 1427 1736" data-label="Diagram"> <pre> graph LR     Response[Response] -- "n<sup>th</sup> validation round" --&gt; Validation     subgraph Validation_Box [Validation]         validator[validator] --&gt; question_owner[question owner]     end     Validation_Box -- "Revert with comment" --&gt; Response     subgraph Job [Job]         Response         Validation_Box     end </pre> </div> <ol style="list-style-type: none"> <li>A validator user will see a list of all the jobs assigned along with other metadata for each job like the number</li> </ol>

	<p>of rounds of validation completed, statistics of validation (questions in “in progress”, “approved”, “not approved” and “reverted with comment” state) etc.</p> <p>c. A validator user can view all the questions within a job. The user can also filter the questions associated with tags, collections and owners.</p> <p>d. Once the validator clicks on a question, all responses for that question will be made available along with options to “approved”, “not approved” and “revert with comment” (with an input box) for every response. By default all the responses will be in “in progress” state. An option to select multiple responses and assign the three statuses above will be given to the validator user. Validator can view all the responses to a question from the previous cycle of the assessment in the past years. Supporting documents to any response should be shown side by side either in a split view or something similar to ease validation.</p> <p>e. Once the validator user has done validating, the user can forward the responses to the “question owners”.</p> <p>f. A “question owner” will see the list of all the jobs but will only be able to view the questions owned by the user within each job.</p> <p>g. A “question owner” can overwrite the status of each response with a log maintained and visible for all the changes.</p> <p>h. Once the validation is completed by all the question owners, all the questions (irrespective of the user who reviewed) corresponding to the responses with status “revert with comment” will be sent to the respondent for resubmission.</p> <p>i. Once the responses are resubmitted, validation through the same job can restart from ‘b’. Appropriate statuses can be assigned to each job (eg: “pending”, “ongoing”,</p>
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	<p>“completed”) to inform the validator and question owner.</p> <ol style="list-style-type: none"> <li>5. A notification dropdown can be used to inform a user about new jobs, update in the status of the job etc.</li> <li>6. For all responses with status “revert with comment”, the user who filled the assessment will be informed through a notification on the platform, email or SMS and a resubmission for that specific question will be requested</li> <li>7. A user who filled the assessment will be able to see all “revert with comment” responses and resubmit a fresh one. Old responses will be visible to the user during resubmission and a log for all the submissions will be saved.</li> <li>8. Users can download responses along with the supporting documents in bulk in Excel, CSV or any similar format.</li> </ol>
<b>Data Preprocessing Requirements</b>	<ol style="list-style-type: none"> <li>1. <i>[High Priority Task]</i> Data migration from AMPLIFI 1.0: Data from the recent cycle of assessment on AMPLIFI 1.0 needs to be processed and made visualisation ready on AMPLIFI 2.0.</li> <li>2. Event-driven data pipelines will be setup for the following: <ol style="list-style-type: none"> <li>a. Operations Monitoring: This pipeline will track the progress of each assessment and will have following KPIs (but not limited to); percentage of users who have completed the assessment, % completed partially, % not yet started.</li> <li>b. Automated response validation: Pipeline to check and flag issues with data submitted as a response. This includes but is not limited to checking for outliers, missing values, out of bound values etc.</li> <li>c. Urban Outcomes Framework analysis: For data validation and preprocessing (outlier identification, type mismatch, value out of bound etc), indicator</li> </ol> </li> </ol>

	<p>computation from one or more data points.</p> <p>d. Ingestion of external data through APIs, web scraping, direct database access etc. This data shall be in geospatial format (Shapefile, GeoJSON, KML, KMZ, CSV, ProtoBuf etc) or non-geospatial format (CSV, JSON, XML, ProtoBuf etc)</p>
<b>Data</b> <b>Visualisation</b> <b>Requirements</b>	<ol style="list-style-type: none"> <li>1. <i>[High Priority Task]</i> Dashboard from AMPLIFI 1.0 data: Various dashboards / visualisations covered in the Urban Outcomes Framework as stated in point 3 shall be developed for the data available on AMPLIFI 1.0.</li> <li>2. Operations dashboard: <ol style="list-style-type: none"> <li>a. A filter (dropdown) for selecting an assessment</li> <li>b. For each assessment the following KPIs will be tracked: <ol style="list-style-type: none"> <li>i. Percentage of users (out of the ones having submission access to an assessment) who have completed the assessment (responded to all the questions), percentage of users who have completed partially (such as 40%, 50% of the questions etc), users who have not yet started (0% of the questions answered), list of all users who have completed, partially completed and yet to start</li> </ol> </li> </ol> </li> <li>3. Urban Outcomes Framework Dashboard: <ol style="list-style-type: none"> <li>a. City or Urban Local Body (ULB) comparison for each indicator (an indicator could be a response or a variable computed from one or more responses). More indicators to be added during the design phase.</li> <li>b. GIS visualisation of all the layers from the data submitted through the assessment.</li> <li>c. Users can turn on or off a layer in the visualisation</li> <li>d. All the data available in the visualisation should be downloadable in a machine-readable format after applying a filter (both GeoSpatial and non-GeoSpatial data)</li> </ol> </li> </ol>

	<ul style="list-style-type: none"> <li>e. Visualisation will have a city profile, city comparison component and framework level analysis</li> <li>f. Migration of remaining data and visualisations from AMPLIFI 1.0 to the new visualisation engine</li> <li>g. Users can apply filters in the visualisation / table and download the data in a machine readable format like CSV, Excel etc.</li> </ul>
<b>User Experience Requirements</b>	<ul style="list-style-type: none"> <li>1. The UI/UX of AMPLIFI 2.0 should be conceptualised and designed through a “design thinking”<sup>1</sup> process in consultation with all the stakeholders.</li> <li>2. The UI is expected to be modern with KPIs such as time to fill the assessment (ms/question), time to add a question to an assessment, time to read through all the questions in the assessment etc</li> </ul>
<b>API Requirements</b>	<ul style="list-style-type: none"> <li>1. Two set of API to be developed with access control: <ul style="list-style-type: none"> <li>a. Data Sharing: To facilitate egress of processed and machine-readable data from AMPLIFI 2.0. API should be India Urban Data Exchange (IUDX) and API Setu compatible. Please refer to <a href="#">IUDX Specs</a> for more details.</li> <li>b. Operations: These APIs should control and facilitate the operations of the overall AMPLIFI 2.0 platform. This includes but is not limited to an endpoint to trigger a data pipeline, an endpoint exposing data in the operations dashboard etc. More endpoints will be identified during the design phase of AMPLIFI 2.0</li> </ul> </li> </ul>
<b>Role Based Access Control Requirements</b>	<ul style="list-style-type: none"> <li>1. All components of AMPLIFI 2.0 including assessment, validation, API endpoints, dashboards, visualisation or data downloads will be exposed to one or more users though assigned roles.</li> <li>2. These roles can be specific to each module like a role to</li> </ul>

<sup>1</sup> Please [refer to this blog post \(What Is Design Thinking In UX / UI Design?\)](#) for more details.

	<p>create assessment, a role to view assessment, a role to submit response to an assessment. Such roles shall be defined in all the components mentioned in the above point.</p>
<b>Security</b>	<p>Produce an "Application Security Audit Clearance Certificate" for the solution to be deployed and should ensure adherence to approved security guidelines published by the Indian Computer Emergency Response Team (CERT-In), the Standardisation, Testing and Quality Certification (STQC) by MeitY, or any other guideline issued by a Government of Indian Agency. The agency should ensure the appropriate risk and contingency planning for the project. Agency is responsible for ensuring the timely completion of these activities in coordination with the certified vendors. Details of the same can be found on the following website:  <a href="http://www.cert-in.org.in/">http://www.cert-in.org.in/</a>.</p>
<b>Disaster Management</b>	<p>(a) The agency shall ensure that the AMPLIFI 2.0 system is protected against natural disasters, software failures, human error, and other contingencies that could interrupt services.</p> <p>(b) The agency shall establish and maintain a disaster recovery environment suitable to enable business continuity in the event of a disaster that affects the operational environment.</p> <p>(c) The agency shall forthwith create a Business Continuity Plan (BCP) that shall include a Disaster Recovery Plan as well as security policies and procedures. The BCP shall contain information regarding how the AMPLIFI 2.0 systems and data will be protected, what steps would be taken to replicate/restore/recover any lost data and the timeframes involved, frequency of maintenance procedures/hardware and software upgrades and their impact on system performance, capacity and/or uptime.</p>

	(d) The agency shall conduct an exercise to test the BCP before handover during the Operations Phase and meet recovery criteria of 2 Hours for AMPLIFI 2.0 applications. Test results shall be compiled by the agency in a report to be shared with the Authority.
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5.1.2. The Authority shall have the right to add or edit the features specified above. If significant costs are associated with any additional features, then the manday rates for the same, as specified by the agency in its Bid, shall be used for making additional payments to the agency. A committee shall be formed by NIUA to ascertain the cost justification, for this purpose.

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

## 5.2. User Acceptance Test

5.2.1. The agency shall prepare user acceptance criteria documents, including various test cases/use cases as part of a Test Plan prior to commencing the development of AMPLIFI 2.0 and submit to the Authority for approval.

5.2.2. Prior to go-live, the agency will demonstrate and ensure that the system meets all functional and technical requirements as specified in this TOR.

5.2.3. The Test Plan should support function/system integration/stress and load/User Acceptance Test (UAT) to ensure that the software is comprehensive, auditable, and complete with test cases.

5.2.4. Test procedures shall be carried out by the agency to assess the following:

5.2.4.1. conformity with the functional requirements and required process operations;

5.2.4.2. performance of the system with reference to response time and accuracy;

5.2.4.3. integrity of the software after installation;

5.2.4.4. user friendliness; and

5.2.4.5. other parameters as determined by the Authority.

5.2.5. The agency must eliminate any operational bugs that arise from testing and fine tune the software as needed before offering for UAT.

5.2.6. On the basis of these tests, a report would be submitted by the agency for review and approval by the Authority. The test results and response times should be

demonstrated by the agency in an environment and infrastructure as mutually agreed upon by the Authority and the agency.

5.3. Security Testing and Audit

5.3.1. The AMPLIFI 2.0 platform should be compliant with the guidelines of GIGW.

5.3.2. A conformity assessment to be taken up with MeitY empanelled/ assigned agencies

5.3.3. The AMPLIFI 2.0 should be security audited by a reputed CERT-In empanelled testing firm (to be nominated by the Authority) prior to deployment into production server or before Go-Live of the Project.

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

5.3.5. The AMPLIFI 2.0 platform will be considered Go-Live (implemented) when all the above conditions are satisfied.

5.4. Documentation

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

5.4.1.1. Training Document;

5.4.1.2. Platform Documentation;

5.4.1.3. Training videos showing step-wise flows;

5.4.1.4. System Architecture;

5.4.1.5. Database designs;

5.4.1.6. Source Code;

5.4.1.7. Taxonomy and metadata information;

5.4.1.8. Documentation of the visualisation (SQL Queries for each visualisation);

5.4.1.9. Related username and passwords to the system;

5.4.1.10. Maintenance Schedule.

5.4.1.11. DR Plan

5.5. Testing and Go Live

5.5.1. Approval to go live will be given by NIUA post testing and report submission by the agency

5.6. Training of the Authority Staff

5.6.1. The agency shall provide training and relevant documentations of the AMPLIFI 2.0 platform for the Authority staff, including development, rollout and management of a standard staff training plan, creation of the necessary training material/resource documents.

5.6.2. Training may be offered as Virtual , on-site training, or any combination thereof as determined by the Authority from time to time.

5.6.3. At a minimum, the training shall include:

- 5.6.3.1. Solution architecture and design;
- 5.6.3.2. Technical operations;
- 5.6.3.3. Data migration, including data integration and uploading;
- 5.6.3.4. Analytics, visualisation, and reporting tools;
- 5.6.3.5. Terminology services support; and
- 5.6.3.6. Resolving user queries.

5.6.4. The agency shall provide the following documents:

- 5.6.4.1. Hard copy and electronic versions of training materials;
- 5.6.4.2. a training approach that will support initial training requirements;
- 5.6.4.3. a training approach that will support ongoing training requirements;
- 5.6.4.4. proposal that includes web-based training modules;
- 5.6.4.5. proposal for in-person training; and
- 5.6.4.6. Educating NIUA designated staff to maintain the confidentiality of sensitive information.

## 5.7. Data Transition

5.7.1. Following the expiry or termination of the Agreement for any reason, the agency shall ensure that the Authority has exclusive access to and control of the AMPLIFI 2.0 data in a format that is reasonably acceptable and without any additional cost to the Authority.

5.7.2. In the event that the Authority transfers the AMPLIFI 2.0 data to a new or replacement system and/or grants a designated agency access to the AMPLIFI 2.0 data, the agency shall provide technical assistance to the Authority to facilitate data transition.

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

5.7.4. The agency shall provide shadow support through the completion of data transition.

## 6. OPERATIONS PHASE

### 6.1. Deliverables

6.1.1. The agency shall deliver the following (the “Deliverables”) during the Operations Phase:

- 6.1.1.1. Maintenance of AMPLIFI 2.0;
- 6.1.1.2. Day to day operational Monitoring;
- 6.1.1.3. Software Upgrades; and

- 6.1.1.4. Incorporate performance related changes
- 6.2. Maintenance of AMPLIFI 2.0
  - 6.2.1. The agency shall provide a schedule for regular maintenance of the platform during the Project period. The agency shall ensure that there is no fall in service quality during maintenance. Routine maintenance shall include server upgrades, software upgrades, solution stability monitoring, technical support, troubleshooting and addressing the functionality, availability and performance issues.
  - 6.2.2. The agency shall discharge the following obligations during the Operations Phase:
    - 6.2.2.1. Provide online support based on the timelines defined in the SLA;
    - 6.2.2.2. ensure necessary infrastructure uptime of the AMPLIFI 2.0 in accordance with the Project Agreement;
    - 6.2.2.3. ensure that the environment is bug and error free, running smoothly, and simultaneously incorporating necessary configuration changes in the software stack;
    - 6.2.2.4. implement code change requests made by the Authority in deployed custom coding;
    - 6.2.2.5. ensure that all modifications and enhancements suggested by the Authority are duly sized and resolved as per mutually agreed timeframes;
    - 6.2.2.6. provide warranty support and up-to-date annual maintenance of components of the AMPLIFI 2.0 including software;
    - 6.2.2.7. stay up-to-date with the production environment and new releases and technology advancements through Original Equipment Manufacturer (OEM) patches;
    - 6.2.2.8. provide full support and maintenance related to the software coming from third-party Original Equipment Manufacturer (OEM);
    - 6.2.2.9. ensure availability of all dependent systems like code repository, CI/CD pipelines and other related services; and
    - 6.2.2.10. ensure data pipelines are operational during assessment cycles.
- 6.3. Monitoring
  - 6.3.1. The agency shall monitor the service levels as defined in Annex-X of the Service Agreement.
  - 6.3.2. The agency shall provide monitoring tools to maintain the service levels specified in the Project Agreement for all features mentioned in the 'Features and Functionality' section.



- 6.3.3. The agency shall integrate and capture website analytics to track traffic of users based on multiple filters such as demographics, areas accessed, browser types and time spent on the Platform. Reports on these parameters shall be provided to the Authority on a monthly basis.
- 6.3.4. The solutions provided by the agency shall have an integrated management tool to monitor the hardware, OS, software, administration and management.
- 6.3.5. The agency shall monitor the servers for performance utilisation measures, response, memory, disk space, bandwidth and uptime.
- 6.3.6. The agency shall document and demonstrate measurement of system performance benchmarks against similar systems.
- 6.3.7. The agency shall monitor network connections, devices, activity, database sizing, system response times, availability, utilisation, and memory, and defect tracking.
- 6.3.8. The agency shall provide documentation describing performance utilisation measurement capabilities and monitoring capabilities.
- 6.4. Software Upgrades
  - 6.4.1. The agency shall be responsible for all software upgrades, including identification, timing, testing and implementation.
  - 6.4.2. New versions of the technology solution components that are issued by the agency during the period of the Agreement shall be implemented by the agency as part of the AMPLIFI 2.0 project within 60 days of release of upgrades at no additional cost to the Authority.
- 6.5. Change Requests
  - 6.5.1. During the Operations phase, the Authority may specify additional new features to be implemented. The agency shall provide the man-hour costs for such activity which can be taken up with mutual agreement. A committee shall be formed by NIUA to ascertain the cost justification, for this purpose.

## SCHEDULE - 2

PROJECT AGREEMENT

FOR

APPOINTMENT OF SOFTWARE AGENCY FOR THE DEVELOPMENT AND MAINTENANCE  
OF 'ASSESSMENT AND MONITORING PLATFORM FOR LIVEABLE, INCLUSIVE AND  
FUTURE-READY URBAN INDIA' (AMPLIFI 2.0) PLATFORM

## SCHEDULE-2

### Contract Agreement

for

The Development and Maintenance of AMPLIFI 2.0 Platform

This AGREEMENT (hereinafter called the “Agreement”) is made on the ..... day of the month of ..... 2022, between, on the one hand, the Director, NIUA (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 “Agency” which expression shall include their respective successors and permitted assigns).

WHEREAS

- A) The Authority vide its Request for Proposal for The Development and Maintenance of AMPLIFI 2.0 Platform (hereinafter called the “Project”);
- B) the Agency submitted its proposals for the aforesaid work, whereby the Agency represented to the Authority that it had the required professional skills, and in the said proposals the Agency 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 Agency, awarded the Project to the Agency vide its Letter of Award dated ..... (the “**LOA**”); and
- D) in pursuance of the LOA, the parties have agreed to enter into this Agreement.

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

#### 1. GENERAL

##### 1.1. Definitions and Interpretation

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

1.1.1.1. “**Agreement**” means this Agreement, together with all the Annexes;

1.1.1.2. “**Agreement Value**” shall have the meaning set forth in Clause 6.1.2.;

- 1.1.1.3. “**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;
- 1.1.1.4. “**Confidential Information**” shall have the meaning set forth in Clause 3.3.;
- 1.1.1.5. “**Conflict of Interest**” shall have the meaning set forth in Clause 3.2. read with the provisions of RFP;
- 1.1.1.6. “**Dispute**” shall have the meaning set forth in Clause 9.2.1.;
- 1.1.1.7. “**Effective Date**” means the date on which this Agreement comes into force and effect pursuant to Clause 2.1.;
- 1.1.1.8. “**Expatriate Personnel**” means such persons who at the time of being so hired had their domicile outside India;
- 1.1.1.9. “**Government**” means the Government of India
- 1.1.1.10. “**INR, Re., ₹ or Rs.**” means Indian Rupees;
- 1.1.1.11. “**Party**” means the Authority or the Agency, as the case may be, and Parties means both of them;
- 1.1.1.12. “**Personnel**” means persons hired by the Agency or by any Sub- Agency as employees and assigned to the performance of the Services or any part thereof;
- 1.1.1.13. “**Resident Personnel**” means such persons who at the time of being so hired had their domicile inside India;
- 1.1.1.14. “**RFP**” means the Request for Proposal document in response to which the Agency’s proposal for providing Services was accepted;
- 1.1.1.15. “**Services**” means the work to be performed by the Agency pursuant to this Agreement, as described in the Terms of Reference hereto;
- 1.1.1.16. “**Service Level**” shall have the meaning set forth in Paragraph 1.1 of Annex-8 of this Agreement;
- 1.1.1.17. “**SLA**” shall have the meaning set forth in Paragraph 1.1 of Annex-8 of this Agreement;
- 1.1.1.18. “**Third Party**” means any person or entity other than the Government, the Authority, the Agency.

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:
- 1.1.2.1. Agreement;
  - 1.1.2.2. Annexes of Agreement;
  - 1.1.2.3. RFP; and
  - 1.1.2.4. 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 Agency. The Agency 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 Agency shall be as set forth in the Agreement, in particular:

- 1.3.1. the Agency shall carry out the Services in accordance with the provisions of the Agreement; and
- 1.3.2. the Authority shall make payments to the Agency in accordance with the provisions of the Agreement.

1.4. **Governing law and jurisdiction**

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

1.5. **Language**

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

1.6. **Table of contents and headings**

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

**1.7. Notices**

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

- 1.7.1. in the case of the Agency, be given by e-mail and by letter delivered by hand to the address given and marked for attention of the Agency's Representative set out below in Clause 1.10. or to such other person as the Agency 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 Agency may from time to time specify by notice to the Authority;
- 1.7.2. in the case of the Authority, be given by e-mail and by letter delivered by hand and be addressed to the Authority with a copy delivered to the Authority Representative set out below in Clause 1.10. or to such other person as the Authority may from time to time designate by notice to the Agency; provided that if the Agency 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
- 1.7.3. any notice or communication by a Party to the other Party, given in accordance herewith, shall be deemed to have been delivered when in the normal course of post it ought to have been delivered and in all other cases, it shall be deemed to have been delivered on the actual date and time of delivery; provided that in the case of e-mail, it shall be deemed to have been delivered on the working days following the date of its delivery.

**1.8. Location**

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

**1.9. Consortium**

Consortium partnership will not be allowed. The bidder must meet all eligibility criteria by itself.

**1.10. Authorised Representatives**

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

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

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Tel: .....

Mobile: .....

Email: .....

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

.....

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Tel: .....

Mobile: .....

Email: .....

**1.11. Taxes and duties**

Unless otherwise specified in the Agreement, the Agency shall pay all such taxes, duties, fees and other impositions as may be levied under the Applicable Laws and the Authority shall perform such duties in regard to the deduction of such taxes as may be lawfully imposed on it.

**2. COMMENCEMENT, COMPLETION AND TERMINATION OF AGREEMENT**

**2.1. Effectiveness of Agreement**

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

**2.2. Commencement of Services**

The Agency 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 Agency 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 Agency, declare this Agreement to be null and void.

**2.4. Expiry of Agreement**

Unless terminated earlier pursuant to Clauses [2.3.](#) or [2.9.](#) hereof, this Agreement shall, unless extended by the Parties by mutual consent, expire upon the earlier of (i) expiry of a period of

90 (ninety) days after the delivery of the final deliverable to the Authority during the Operations Period; and (ii) the expiry of 6 (six) years from the Effective Date. Upon Termination, the Authority shall make payments of all amounts due to the Agency hereunder.

2.5. Entire Agreement

2.5.1. This Agreement and the Annexes together constitute a complete and exclusive statement of the terms of the agreement between the Parties on the subject hereof, and no amendment or modification hereto shall be valid and effective unless such modification or amendment is agreed to in writing by the Parties and duly executed by persons especially empowered in this behalf by the respective Parties. All prior written or oral understandings, offers or other communications of every kind pertaining to this Agreement are abrogated and withdrawn; provided, however, that the obligations of the Agency 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 [22.5.1](#), on matters not covered by this Agreement, the provisions of RFP shall apply.

2.6. Modification of Agreement

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

2.7. Force Majeure

2.7.1. Definition

2.7.1.1. For the purposes of this Agreement, “Force Majeure” means an event which is beyond the reasonable control of a Party, and which makes a Party’s performance of its obligations hereunder impossible or so impractical as reasonably to be considered impossible in the circumstances, and includes, but is not limited to, war, riots, civil disorder, earthquake, fire, explosion, storm, flood or other adverse weather conditions, strikes, lockouts or other industrial action (except where such strikes, lockouts or other industrial action are within the power of the Party invoking Force Majeure to prevent), confiscation or any other action by government agencies.

2.7.1.2. Force Majeure shall not include any event which a diligent Party could reasonably have been expected to both (A) take into account at the time of



the conclusion of this Agreement, and (B) avoid or overcome in the carrying out of its obligations hereunder.

2.7.1.3. Force Majeure shall not include insufficiency of funds or failure to make any payment required hereunder.

2.7.2. **No breach of Agreement**

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

2.7.3. **Measures to be taken**

2.7.3.1. A Party affected by an event of Force Majeure shall take all reasonable measures to remove such Party's inability to fulfil its obligations hereunder with a minimum of delay.

2.7.3.2. A Party affected by an event of Force Majeure shall notify the other Party of such event as soon as possible, and in any event not later than 14 (fourteen) days following the occurrence of such event, providing evidence of the nature and cause of such event, and shall similarly give notice of the restoration of normal conditions as soon as possible.

2.7.3.3. The Parties shall take all reasonable measures to minimise the consequences of any event of Force Majeure.

2.7.4. **Extension of time**

Any period within which a Party shall, pursuant to this Agreement, complete any action or task, shall be extended for a period equal to the time during which such Party was unable to perform such action as a result of Force Majeure.

2.7.5. **Payments**

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

2.7.6. **Consultation**

Not later than 30 (thirty) days after the Agency 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.

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**2.8. Suspension of Agreement**

The Authority may, by written notice of suspension to the Agency, suspend all payments to the Agency hereunder if the Agency 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 Agency to remedy such breach or failure within a period not exceeding 30 (thirty) days after receipt by the Agency of such notice of suspension.

**2.9. Termination of Agreement**

**2.9.1. By the Authority**

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

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

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

2.9.2. By the Agency

The Agency 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:

- 2.9.2.1. the Authority fails to pay any money due to the Agency 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 Agency that such payment is overdue;
- 2.9.2.2. 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 Agency may have subsequently granted in writing) following the receipt by the Authority of the Agency's notice specifying such breach;
- 2.9.2.3. as the result of Force Majeure, the Agency is unable to perform a material portion of the Services for a period of not less than 60 (sixty) days; or
- 2.9.2.4. 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 Agency'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 Agency's Services provided under this Agreement; and (iv) any right or remedy which a Party may have under this Agreement or the Applicable Law.

2.9.4. Cessation of Services

Upon termination of this Agreement by notice of either Party to the other pursuant to Clauses 2.9.1. or 2.9.2. hereof, the Agency 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 Agency and equipment and materials furnished by the Authority, the Agency shall proceed as provided respectively by Clauses 3.9. or 3.10. hereof.

2.9.5. 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 Agency (after offsetting against these payments any amount that may be due from the Agency to the Authority):

- 2.9.5.1. remuneration pursuant to Clause 6. hereof for Services satisfactorily performed prior to the date of termination;
- 2.9.5.2. reimbursable expenditures pursuant to Clause 6. hereof for expenditures actually incurred prior to the date of termination; and
- 2.9.5.3. 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 Agency's personnel.

2.9.6. Disputes about Events of Termination

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

2.10. Transfer of rights and interest

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

- 2.10.1.1. notify to the Authority forthwith the particulars of all AMPLIFI 2.0 assets;
- 2.10.1.2. deliver forthwith the actual or constructive possession of the AMPLIFI 2.0 Portal to the Authority or its nominee;
- 2.10.1.3. develop and prepare a transition plan, including risk mitigating measures, in consultation with the Authority, for smooth transition on Termination;

- 2.10.1.4. deliver and transfer all Project 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 AMPLIFI 2.0, including all programmes and manuals pertaining thereto, as on the Transfer Date. For the avoidance of doubt, the Agency represents and warrants that the Intellectual Property delivered hereunder shall be adequate and complete for the operation and maintenance of the AMPLIFI 2.0 and shall be assigned to the Authority free of any Encumbrance, accompanied by a licence in perpetuity to use/ sub-licence the tools developed by the Agency, at no cost or fee. Provided, however, that the Agency may retain the right to use tools for which the Intellectual Property is transferred hereunder;
- 2.10.1.5. transfer and/or deliver all Applicable Permits and licences to the extent permissible under Applicable Laws;
- 2.10.1.6. provide technical assistance and shadow support to the Authority to facilitate data transition (include the migration of user addresses, user credentials, saved messages, all inbound messages, and any other processes necessary to carry out complete knowledge transfer) to the Authority or its nominee;
- 2.10.1.7. execute such deeds of conveyance, documents and other writings as the Authority may reasonably require for conveying, transferring and assigning all the rights, title and interest of the Agency in the AMPLIFI 2.0, absolutely unto the Authority or its nominee; and
- 2.10.1.8. comply with all other requirements as may be prescribed or required under Applicable Laws for completing the transfer and assignment of all rights, title and interest of the Agency in the AMPLIFI 2.0, free from all Encumbrances, absolutely unto the Authority or to its nominee, as the case may be, so as to ensure that the Authority or its nominee, has exclusive access to and control of the AMPLIFI 2.0 data in a format that is reasonably acceptable and without any additional cost to the Authority.
- 2.10.2. Subject to the exercise by the Authority of its rights under this Agreement to perform or procure the performance by a third party of any of the obligations of the

Agency, the Parties shall continue to perform their obligations under this Agreement, notwithstanding the issuance of any Termination Notice, until the Termination of this Agreement becomes effective in accordance with its terms.

2.10.3. Cooperation and assistance on transfer of AMPLIFI 2.0

2.10.3.1. The Parties shall cooperate on a best effort basis and take all necessary measures, in good faith, to achieve a smooth transfer of the AMPLIFI 2.0 in accordance with the provisions of this Agreement so as to ensure and procure the continuity, safety and security of the AMPLIFI 2.0.

2.10.3.2. The Parties shall provide to each other, 6 (six) months prior to the Transfer Date in the event of Termination by efflux of time and immediately in the event of either Party conveying to the other Party its intent to issue a Termination Notice, as the case may be, as much information and advice as is reasonably practicable regarding the proposed arrangements for operation of the AMPLIFI 2.0 following the Transfer Date. The Agency shall further provide such reasonable advice and assistance as the Authority, its Agencies or agents may reasonably require for operation of the AMPLIFI 2.0 until the expiry of 6 (six) months after the Transfer Date.

2.10.4. Transfer Certificate

The transfer of all rights, title and interest in the AMPLIFI 2.0 shall be deemed to be complete on the date when all of the Transfer Requirements have been fulfilled, and the Authority shall, without unreasonable delay, thereupon issue a certificate (the “**Transfer Certificate**”), which will have the effect of constituting evidence of transfer by the Agency of all of its rights, title and interest in the AMPLIFI 2.0, and their vesting in the Authority pursuant hereto. It is expressly agreed that any defect or deficiency in the Transfer Requirements shall not in any manner be construed or interpreted as restricting the exercise of any rights by the Authority or its nominee on, or in respect of, the AMPLIFI 2.0 on the footing that all Transfer Requirements have been complied with by the Agency.

2.10.5. Transfer costs etc.

2.10.5.1. The Agency shall bear and pay all costs incidental to transfer of all of the rights, title and interest of the Agency in the AMPLIFI 2.0 in favour of the Authority upon Termination, save and except that all stamp duties payable on any deeds or Documents executed by the Agency in connection with such transfer shall be borne by the Authority, save and except as provided in Clause 2.9.5.

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

### 3. OBLIGATIONS OF THE AGENCY

#### 3.1. General

##### 3.1.1. Standards of Performance

The Agency 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 Agency 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.

##### 3.1.2. Terms of Reference

The scope of services to be performed by the Agency is specified in the Terms of Reference (the “**TOR**”) at Annex-1 of this Agreement. The Agency shall provide the Deliverables specified therein in conformity with the time schedule stated therein.

##### 3.1.3. Service Levels

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

##### 3.1.4. Applicable Laws

The Agency 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 Agency comply with the Applicable Laws.

#### 3.2. Conflict of Interest

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

3.2.2. Agency and Affiliates not to be otherwise interested in the Project.

The Agency agrees that, during the term of this Agreement and after its termination, the Agency or any Associate thereof and any entity affiliated with the Agency, shall be disqualified from providing goods, works, services, loans or equity for any project resulting from or closely related to the Services and any breach of

this obligation shall amount to a Conflict of Interest; provided that the restriction herein shall not apply after a period of five years from the completion of this assignment or to consulting assignments granted by banks/ lenders at any time; provided further that this restriction shall not apply to Project/ advisory services provided to the Authority in continuation of this Project or to any subsequent Project/ advisory services provided to the Authority in accordance with the rules of the Authority. For the avoidance of doubt, an entity affiliated with the Agency shall include a partner in the Agency's firm or a person who holds more than 5% (five per cent) of the subscribed and paid up share capital of the Agency, as the case may be, and any Associate thereof.

3.2.3. Prohibition of conflicting activities

Neither the Agency nor the Personnel of either of them shall engage, either directly or indirectly, in any of the following activities:

- 3.2.3.1. during the term of this Agreement, any business or professional activities which would conflict with the activities assigned to them under this Agreement;
- 3.2.3.2. after the termination of this Agreement, such other activities as may be specified in the Agreement; or
- 3.2.3.3. at any time, such other activities, as have been specified in the RFP as Conflict of Interest.

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

The remuneration of the Agency pursuant to Clause 6. hereof shall constitute the Agency's sole remuneration in connection with this Agreement or the Services and the Agency 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 Agency shall use its best efforts to ensure that any Personnel and agents shall not receive any such additional remuneration.

3.2.5. The Agency and its Personnel shall observe the highest standards of ethics and shall not have engaged in and shall not hereafter engage in any corrupt practice, fraudulent practice, coercive practice, undesirable practice or restrictive practice (collectively the "**Prohibited Practices**"). Notwithstanding anything to the contrary contained in this Agreement, the Authority shall be entitled to terminate this Agreement forthwith by a communication in writing to the Agency, without being liable in any manner whatsoever to the Agency, if it determines that the Agency 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 Agency 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 Agency shall not be eligible to participate in any tender or RFP issued during a period of 2 (two) years from the date the Agency 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:

3.2.7.1. “**corrupt practice**” means (i) the offering, giving, receiving or soliciting, directly or indirectly, of anything of value to influence the actions of any person connected with the Selection Process (for removal of doubt, offering of employment or employing or engaging in any manner whatsoever, directly or indirectly, any official of the Authority who is or has been associated in any manner, directly or indirectly with Selection Process or LOA or dealing with matters concerning the Agreement before or after the execution thereof, at any time prior to the expiry of one year from the date such official resigns or retires from or otherwise ceases to be in the service of the Authority, shall be deemed to constitute influencing the actions of a person connected with the Selection Process); or (ii) engaging in any manner whatsoever, whether during the Selection Process or after the issue of LOA or after the execution of the Agreement, as the case may be, any person in respect of any matter relating to the Project or the LOA or the Agreement, who at any time has been or is a legal, financial or technical adviser the Authority in relation to any matter concerning the Project;

- 3.2.7.2. “**fraudulent practice**” means a misrepresentation or omission of facts or suppression of facts or disclosure of incomplete facts, in order to influence the Selection Process;
- 3.2.7.3. “**coercive practice**” means impairing or harming, or threatening to impair or harm, directly or indirectly, any person or property to influence any person’s participation or action in the Selection Process or the exercise of its rights or performance of its obligations by the Authority under this Agreement;
- 3.2.7.4. “**undesirable practice**” means (i) establishing contact with any person connected with or employed or engaged by the Authority with the objective of canvassing, lobbying or in any manner influencing or attempting to influence the Selection Process; or (ii) having a Conflict of Interest; and
- 3.2.7.5. “**restrictive practice**” means forming a cartel or arriving at any understanding or arrangement among Bidders with the objective of restricting or manipulating a full and fair competition in the Selection Process.

### 3.3. Confidentiality

The Agency, and its Personnel 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 Agency, 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 Agency 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 Agency, and its Personnel of either of them may disclose Confidential Information to the extent that such Confidential Information:

- 3.3.1. was in the public domain prior to its delivery to the Agency, and its Personnel of either of them or becomes a part of the public knowledge from a source other than the Agency, and its Personnel of either of them;
- 3.3.2. was obtained from a third party with no known duty to maintain its confidentiality;

- 3.3.3. 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 Agency, 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
  - 3.3.4. is provided to the professional advisers, agents, auditors or representatives of the Agency or Personnel, as is reasonable under the circumstances; provided, however, that the Agency or its Personnel, 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 Agency
- 3.4.1. The Agency's liability under this Agreement shall be determined by the Applicable Laws and the provisions hereof.
  - 3.4.2. The Agency shall, subject to the limitation specified in Clause 3.4.3., be liable to the Authority for any direct loss or damage accrued or likely to accrue due to deficiency in Services rendered by it. For the avoidance of doubt, the Parties agree that the aggregate liability of the Agency to the Authority for and in respect of any and all breaches by the Agency as specified in Clause 3.14. (a) (iv), together with the liability as specified in this Clause 3.4. shall not exceed a limit equal to the Agreement Value.
  - 3.4.3. The Parties hereto agree that in case of negligence or wilful misconduct on the part of the Agency or on the part of any person or firm acting on behalf of the Agency in carrying out the Services, the Agency, with respect to damage caused to the Authority's property, shall not be liable to the Authority:
    - 3.4.3.1. for any indirect or consequential loss or damage; and
    - 3.4.3.2. 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 Agency may be entitled to receive from any insurance maintained by the Agency to cover such a liability in accordance with Clause 3.5.2., whichever of (a) or (b) is higher.
    - 3.4.3.3. This limitation of liability specified in Clause 3.4.3. shall not affect the Agency's liability, if any, for damage to Third Parties caused by the Agency or any person or firm acting on behalf of the Agency in carrying out the Services subject, however, to a limit equal to the Agreement Value.

**3.5. Insurance to be taken out by the Agency**

3.5.1.

- 3.5.1.1. The Agency 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 specified in the Agreement and in accordance with good industry practice.
- 3.5.1.2. Within 15 (fifteen) days of receiving any insurance policy certificate in respect of insurances required to be obtained and maintained under this clause, the Agency shall furnish to the Authority, copies of such policy certificates, copies of the insurance policies and evidence that the insurance premia have been paid in respect of such insurance. No insurance shall be cancelled, modified or allowed to expire or lapse during the term of this Agreement.
- 3.5.1.3. If the Agency fails to effect and keep in force the aforesaid insurances for which it is responsible pursuant hereto, the Authority shall, apart from having other recourse available under this Agreement, have the option, without prejudice to the obligations of the Agency, to take out the aforesaid insurance, to keep in force any such insurances, and pay such premia and recover the costs thereof from the Agency, and the Agency shall be liable to pay such amounts on demand by the Authority.
- 3.5.1.4. Except in case of Third Party liabilities, the insurance policies so procured shall mention the Authority as the beneficiary of the Agency and the Agency shall procure an undertaking from the insurance company to this effect; provided that in the event the Agency has a general insurance policy that covers the risks specified in this Agreement and the amount of insurance cover is equivalent to the Agreement Value, such insurance policy may not mention the Authority as the sole beneficiary of the Agency or require an undertaking to that effect.

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

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

The indemnity limit in terms of “Any One Accident” (AOA) and “Aggregate limit on the policy period” (AOP) should not be less than the amount stated in Clause 6.1.2. of the Agreement.

**3.6. Accounting, inspection and auditing**

The Agency shall:

- 3.6.1. 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 Agency’s costs and charges); and
- 3.6.2. submit the above accounts to the Authority or its designated representative periodically, and up to one year from the expiration or termination of this Agreement, to enable the Authority to have them audited by auditors appointed by the Authority.

**3.7. Agency’s actions requiring the Authority’s prior approval**

The Agency shall obtain the Authority’s prior approval in writing before taking any action that is not specified in this Agreement.

**3.8. Reporting obligations**

The Agency 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 Agency to be property of the Authority**

- 3.9.1. All plans, drawings, specifications, designs, reports and other documents (collectively referred to as “**Project Documents**”) prepared by the Agency (or by any Third Party) in performing the Services shall become and remain the property of the Authority, and all intellectual property rights in such Project Documents shall vest with the Authority. Any Project 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 Project Document is created and the Agency 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 Agency.
- 3.9.2. The Agency shall, not later than termination or expiration of this Agreement, deliver all Project Documents to the Authority, together with a detailed inventory thereof. The Agency may retain a copy of such Project Documents. The Agency, or a Third

Party shall not use these Project Documents for purposes unrelated to this Agreement without the prior written approval of the Authority.

3.9.3. The Agency 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 Project Documents, or due to any breach or failure on part of the Agency or a Third Party to perform any of its duties or obligations in relation to securing the aforementioned rights of the Authority.

3.9.4. The Agency shall provide perpetual, irrevocable and unlimited user licence to the Authority for any and all use of the data and software comprising the Web Portal and for creating Analytics and other functions over the data available on the website.

**3.10. Equipment and materials furnished by the Authority**

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

**3.11. Providing access to Project Office and Personnel**

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

**3.12. Accuracy of Documents**

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

**3.13. Intellectual property**

- 3.13.1. The Agency shall, at its own cost, ensure that it has all necessary rights (including licences) in and to the intellectual property subsisting in the drawings, designs, softwares and all other Deliverables forming part of the AMPLIFI 2.0 and all matters, things or processes (including documentation, drawings and software) used or to be used by or on behalf of the Agency in connection with the Project and/or this Agreement. The Agency shall not incorporate any materials, technology or any item or thing that involves the use of intellectual property rights or proprietary rights that the Agency does not have the right to use or licence to the Authority or that may result in claims or suits against the Authority or the Agency arising out of claims of infringement of any intellectual property rights or other proprietary rights.
- 3.13.2. The Agency shall perform all acts necessary to obtain and continue to have all necessary licences, approvals, consents of third parties free from any encumbrances and all necessary technology, hardware and software to enable it to perform the Project and all its obligations under this Agreement. If licence agreements are necessary or appropriate between the Agency and third parties for purposes of enabling, enforcing or implementing the provisions hereinabove, the Agency shall be under an obligation to enter into such agreements at its own sole cost, expense and risk.

### **3.14. Indemnity**

- 3.14.1. The Agency shall indemnify, save, hold harmless and defend the Authority and its officers, servants, employees and agents promptly upon demand and at its expense, any time and from time to time, from and against any and all suits, proceedings, actions, demands, losses, claims, damages, liabilities, costs (including reasonable attorney's fees and disbursements) and expenses (collectively, "Losses") to which the Authority may become subject, insofar as such Losses arise out of, in any way relate to, arise or result from
- 3.14.1.1. claims by third Parties that the Project or any equipment, software, information, methods of operation or other intellectual property (or the access, use or other rights thereto) used, created etc. by the agency pursuant to this agreement or incorporated in or related to the Project infringes any intellectual property right of any third party. In addition to the foregoing indemnity obligations, if any of the Deliverables is or likely to be held to be infringing, the Agency shall at its expense and option either (i) procure the right for the Authority to continue using it, (ii) replace it with a non-infringing equivalent, or (iii) modify it to make it non-infringing, and

the Agency agrees and confirms that any such action shall not constitute a change of scope under this Agreement.

- 3.14.1.2. any compensation/ claim or proceeding by any third party against the Authority arising out of any act, deed or omission by the Agency;
- 3.14.1.3. claim filed by a workman or employee engaged by the Agency for carrying out work related to this Agreement;
- 3.14.1.4. any breach by the Agency of any of its obligations under this Agreement or from any negligence under the Agreement, including any errors or deficiencies in the design documents, or tort or on any other ground whatsoever;
- 3.14.1.5. failure of the Agency to comply with Applicable Laws and applicable permits;
- 3.14.1.6. payment of taxes required to be made by the Agency in respect of the income or other taxes of its employees and representatives; or
- 3.14.1.7. non-payment of amounts due as a result of goods, materials or Project furnished to the Agency which are payable by the Agency.
- 3.14.2. The Agency shall keep the Authority and its officers, servants and agents indemnified from and against all suits, proceedings, actions, demands, losses, claims, damages, compensation, litigation etc. including attorney's fees and damages on account of bodily injury, death or damage to tangible personal property arising in favour or any person, corporation or other entity (including the Authority) attributable to the Agency's performance or non-performance under this Agreement or Agency's negligence, wilful default, lack of due care or breach of terms of this Agreement or failure to comply with Applicable Laws.
- 3.14.3. The Agency's obligation to indemnify under this Clause 3.14. shall be limited to an amount not exceeding the Agreement Value.

#### 4. AGENCY'S PERSONNEL

##### 4.1. General

The Agency 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 Agency's Personnel are described in Annex-2 of this Agreement.



- 4.2.2. Adjustments with respect to the estimated periods of engagement of Personnel set forth may be made by the Agency after written consent of the Authority, provided that: (i) such adjustments shall not alter the originally estimated period of engagement of any individual by more than 20% (twenty per cent) or one week, whichever is greater, and (ii) the aggregate of such adjustments shall not cause payments under the Agreement to exceed the Agreement Value set forth in Clause 6.1.2. of this Agreement. Any other adjustments shall only be made with the written approval of the Authority.
- 4.2.3. If additional work is required beyond the scope of the Services specified in the Terms of Reference, the estimated periods of engagement of agency, set forth in the Agreement may be increased by agreement in writing between the Authority and the Agency.

#### **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 Agency 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-9) 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 Agency 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 Agency and the concerned Key Personnel. Such substitution shall be limited to not more than two Key Personnel subject to equally or better qualified and experienced personnel being provided to the satisfaction of the Authority. Without prejudice to the foregoing, substitution of one Key Personnel shall be permitted subject to reduction of remuneration equal to 15% (fifteen per cent) of the total remuneration specified for the Key Personnel who is proposed to be substituted. In case of a second or third substitution, such reduction shall be equal to 30% (thirty per cent) of the total remuneration specified for the Key Personnel who is proposed

to be substituted. Provided, however, that for and in respect of any such substitution during the Operations Phase, the aforesaid deduction shall be reduced to one half thereof.

4.5. **Working hours, overtime, leave, etc.**

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

4.6. **Project management and reporting**

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

The Agency will work closely with the Authority. A designated Team Lead of Authority will be responsible for the overall coordination and management. He/She will play a coordinating role in dissemination of the Agency's outputs, facilitating discussions, and ensuring required reactions and responses to the Agency.

The Agency is required to prepare and submit a bi-monthly report that includes progress on the milestones mentioned in the ToR along with weekly update meetings at Authority's office with the Team Lead.

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:

- 5.1.1. provide the Agency, and Personnel with work permits and such other documents as may be necessary to enable the Agency, or Personnel to perform the Services;
- 5.1.2. facilitate prompt clearance through customs of any property required for the Services; and
- 5.1.3. 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 Agency 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 Agency 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 Agency under this Agreement, the Authority shall make to the Agency such payments and in such manner as is provided in Clause 6. of this Agreement.

# **6. PAYMENT TO THE AGENCY**

## **6.1. Cost estimates and Agreement Value**

- 6.1.1. An abstract of the cost of the Services payable to the Agency is set forth in Annex-3 of the Agreement.
- 6.1.2. Except as may be otherwise agreed under Clause 2.6. and subject to the provisions of Clause 6.1.3., the payments under this Agreement shall not exceed the agreement value specified herein (the “**Agreement Value**”). The Parties agree that the Agreement Value is Rs. .... (Rupees. ....).
- 6.1.3. Notwithstanding anything to the contrary contained in Clause 6.1.2., if pursuant to the provisions of this Agreement, the Parties agree that additional payments shall be made to the Agency in order to cover any additional expenditures not envisaged in the cost estimates referred to in Clause 6.1.1. above, the Agreement Value set forth in Clause 6.1.2. above shall be increased by the amount or amounts, as the case may be, of any such additional payments.

## **6.2. Currency of payment**

All payments shall be made in Indian Rupees. The Agency 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:-

- 6.3.1. A Mobilisation Advance for an amount up to 10% (ten per cent) of the Agreement Value shall be paid to the Agency on request and against a Bank Guarantee from a Scheduled Bank in India in an amount equal to such advance, such Bank Guarantee to remain effective until the advance payment has been fully set off as provided

herein. The advance outstanding shall attract simple interest @ 9% (nine per cent) per annum and shall be adjusted in four equal instalments from the first four stage payments due and payable to the Agency, and the accrued interest shall be recovered from the fifth instalment due and payable thereafter.

6.3.2. The Agency shall be paid for its services as per the Payment Schedule at Annex-6 of this Agreement, subject to the Agency fulfilling the following conditions:

6.3.2.1. No payment shall be due for the next stage till the Agency completes, to the satisfaction of the Authority, the work pertaining to the preceding stage.

6.3.2.2. The Authority shall pay to the Agency, only the undisputed amount.

6.3.3. The Authority shall cause the payment due to the Agency to be made within 60 (sixty) days after the receipt by the Authority of duly completed bills with necessary particulars (the “**Due Date**”). Interest at the rate of 10% (ten per cent) per annum shall become payable as from the Due Date on any amount due by, but not paid on or before, such Due Date.

6.3.4. 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 Agency 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 Agency specifying in detail, the deficiencies in the Services. The Agency 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.

6.3.5. 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 Agency to the Authority within 30 (thirty) days after receipt by the Agency 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 6.3.4.. Any delay by the Agency in reimbursement by the due date shall attract simple interest @ 10% (ten per cent) per annum.

6.3.6. All payments under this Agreement shall be made to the account of the Agency as may be notified to the Authority by the Agency.

## 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 Agency, 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 Agency 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 Agency hereunder, as if it is appropriating the Performance Security in accordance with the provisions of this Agreement.

7.1.2. The Agency may, in lieu of retention of the amounts as referred to in Clause 7.1.1. above, furnish a Bank Guarantee substantially in the form specified at Annex-7 of this Agreement.

### 7.2. Liquidated Damages

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

In case any error or variation is detected in the reports submitted by the Agency and such error or variation is the result of negligence or lack of due diligence on the part of the Agency, the consequential damages thereof shall be quantified by the Authority in a reasonable manner and recovered from the Agency by way of deemed liquidated damages, subject to a maximum of 25% (twenty five per cent) of the Agreement Value.

#### 7.2.2. Liquidated Damages for delay

In case of delay in completion of Services, liquidated damages not exceeding an amount equal to 0.2% (zero point two per cent) of the Agreement Value per day, subject to a maximum of 10% (ten per cent) of the Agreement Value will be imposed and shall be recovered by appropriation from the Performance Security or otherwise. However, in case of delay due to reasons beyond the control of the Agency, 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 Agency in the event of breach of this Agreement or for recovery of liquidated damages specified in this Clause 7.2.

**7.3. Damages for shortfalls in Service Levels**

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

**7.4. Penalty for deficiency in Services**

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

**8. FAIRNESS AND GOOD FAITH**

**8.1. Good Faith**

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

**8.2. Operation of the Agreement**

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

**9. SETTLEMENT OF DISPUTES**

**9.1. Amicable settlement**

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

**9.2. Dispute resolution**

- 9.2.1. Any dispute, difference or controversy of whatever nature howsoever arising under or out of or in relation to this Agreement (including its interpretation) between the Parties, and so notified in writing by either Party to the other Party (the “**Dispute**”) shall, in the first instance, be attempted to be resolved amicably in accordance with the conciliation procedure set forth in Clause 9.3..
- 9.2.2. The Parties agree to use their best efforts for resolving all Disputes arising under or in respect of this Agreement promptly, equitably and in good faith, and further agree to provide each other with reasonable access during normal business hours to all non-privileged records, information and data pertaining to any Dispute.

9.3. **Conciliation**

In the event of any Dispute between the Parties, either Party may call upon the Secretary, ..... Department and the Chairman of the Board of Directors of the Agency 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. for such longer period as may be mutually agreed by the Parties, either Party may refer the Dispute to arbitration in accordance with the provisions of Clause 9.4..

9.4. **Arbitration**

- 9.4.1. Any Dispute which is not resolved amicably by conciliation, as provided in Clause 9.3., shall be finally decided by reference to arbitration by an Arbitral Tribunal appointed in accordance with Clause 9.4.2. Such arbitration shall be held in accordance with the Rules of Arbitration of the International Center for Alternative Dispute Resolution, New Delhi (the “**Rules**”), or such other rules as may be mutually agreed by the Parties, and shall be subject to the provisions of the Arbitration and Conciliation Act, 1996. The place of such arbitration shall be the capital of the State where the Authority has its headquarters and the language of arbitration proceedings shall be English.
- 9.4.2. There shall be an Arbitral Tribunal of three arbitrators, of whom each Party shall select one, and the third arbitrator shall be appointed by the two arbitrators so selected, and in the event of disagreement between the two arbitrators, the appointment shall be made in accordance with the Rules.

- 9.4.3. The arbitrators shall make a reasoned award (the “**Award**”). Any Award made in any arbitration held pursuant to this Clause 9. shall be final and binding on the Parties as from the date it is made, and the Agency and the Authority agree and undertake to carry out such Award without delay.
- 9.4.4. The Agency and the Authority agree that an Award may be enforced against the Agency and/or the Authority, as the case may be, and their respective assets wherever situated.
- 9.4.5. This Agreement and the rights and obligations of the Parties shall remain in full force and effect, pending the Award in any arbitration proceedings hereunder.

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

**Signatures**



## **Annex-1: Terms of Reference**

(Reproduce Schedule-1 of RFP)

## **Annex-2: Deployment of Personnel**

(Reproduce as per Form-10 of Appendix-I)

### **Annex-3: Cost of Services**

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

## Annex-6: Payment Schedule

Payments to be made to the agency shall be in accordance with the payment schedule provided in this Paragraph 5 and shall be divided into two stages:

### I. Development Phase

S. No.	Milestone	Description of Deliverables	Delivery Timeline	Payment
1	<b>Project Kick-off &amp; data and visualisation migration from AMPLIFI 1.0</b>	<ul style="list-style-type: none"> <li>• Project Plan</li> <li>• Software Requirements Specification (SRS)</li> <li>• Data Migration from the last cycle of AMPLIFI 1.0</li> <li>• Completed dashboard from the migrated AMPLIFI 1.0 data</li> </ul>	Within 20 days from the signing of the contract	10%
2	<b>Portal Design</b>	<ul style="list-style-type: none"> <li>• Presentation and approval of design mock-ups</li> <li>• User Interface designs based on approved mock-ups</li> </ul>	Within 45 days from the signing of contract	20%
3	<b>Delivery of Beta portal</b>	<ul style="list-style-type: none"> <li>• Development of system based on Scope of Services identified in the TOR, including: <ul style="list-style-type: none"> <li>o Module development (UI, backend, HTML, web)</li> <li>o Maintaining scope to enable web services/ APIs in future</li> <li>o Database management</li> <li>o Maintaining online repository for source</li> </ul> </li> </ul>	Beta version (UAT): Within 3 months from signing of contract	20%

		code, e.g., GitHub, Openforge		
4	<b>Data Migration</b>	<ul style="list-style-type: none"> <li>• Migration of remaining data and visualisations from AMPLIFI 1.0 (as and when data is available)</li> </ul>	Legacy data to be migrated within 20 days from delivery of Beta portal	5%
5	<b>Data Visualization</b>	<ul style="list-style-type: none"> <li>• Completion of the various dashboards and other visualisations – (including development and testing of all the required visualisation)</li> </ul>	Data visualisations: Within 2 months from delivery of Beta portal	15%
6	<b>User Acceptance Test (UAT) &amp; Go-Live</b>	<ul style="list-style-type: none"> <li>• UAT, load testing and profiling of the entire portal with all the features</li> <li>• Sign-off from NIUA on the go-live</li> <li>• Submission of all documentation and training material</li> </ul>	Go-live version: Within 6 months	30%
	<b>TOTAL</b>			<b>100%</b>

## II. Operations Phase

- a) Payment to be made for and in respect of the Operations Phase commencing from completion of Development Phase for a period of 9 months.
- b) The payment during Operations Phase shall be released to the agency on monthly basis for services rendered during the preceding month.
- c) Release of payment will be made on a monthly basis within 30 days of raising the invoice. Monthly Progress Report must be submitted to the Project Manager designated by MoHUA / NIUA.

## Annex-7: Bank Guarantee for Performance Security

To,

The Director, NIUA

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

We, ..... (hereinafter referred to as the “**Bank**”) at the request of the Agency do hereby undertake to pay to the Authority an amount not exceeding Rs. .... (Rupees ..... ) against any loss or damage caused to or suffered or would be caused to or suffered by the Authority by reason of any breach by the said Agency 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 Agency of any of the terms or conditions contained in the said Agreement or by reason of the Agency’s failure to perform the said Agreement. Any such demand made on the bank shall be conclusive as regards the amount due and payable by the Bank under this Guarantee. However, our liability under this Guarantee shall be restricted to an amount not exceeding Rs. .... (Rupees .....).

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

7. We, ..... (indicate the name of Bank) lastly undertake not to revoke this Guarantee during its currency except with the previous consent of the Authority in writing.

8. For the avoidance of doubt, the Bank's liability under this Guarantee shall be restricted to Rs. .... crore (Rupees ..... crore) only. The Bank shall be liable to pay the said amount or any part thereof only if the Authority serves a written claim on the Bank in accordance with Paragraph 2 hereof, on or before ..... (indicate the date falling 365 days after the date of this Guarantee).

For .....

Name of Bank:

Seal of the Bank:

Dated, the .....day of ....., 20.....

(Signature, name and designation of the authorised signatory)

NOTES:

- a. The Bank Guarantee should contain the name, designation and code number of the officer(s) signing the Guarantee.
- b. The address, telephone no. and other details of the Head Office of the Bank as well as of issuing Branch should be mentioned on the covering letter of issuing Branch.



## **Annex-8: Service Levels**

### **1. General Conditions:**

- 1.1. The Agency shall ensure that required service levels are maintained as specified in this Annex-8 which shall form an integral part of the contract agreement.
- 1.2. Availability shall be calculated as per the following formula:  
$$\text{Availability} = \text{Uptime} / (\text{Uptime} + \text{Downtime}).$$
- 1.3. Uptime shall be computed based on availability of the applications to the AMPLIFI 2.0 users, irrespective of the IT infrastructure availability. Non-compliance with performance parameters for business, network and environmental infrastructure and/or system/service degradation shall be considered for downtime calculation.
- 1.4. Downtime shall not include any planned or emergency outages, subject to the following:
  - 1.4.1. Planned outages shall be undertaken no more than twice a year with at least 7 (seven) working days prior notice given to the Authority. This notice shall be displayed on the designated site and communicated to all stakeholders by available means like email, SMS etc. The outages shall not coincide with working hours (09:00 to 20:00 Hours);
  - 1.4.2. The Authority shall be notified of any hosting environment for planned outages; and
  - 1.4.3. The Authority shall be given prior notice of at least 1 (one) working day before an emergency outage. Response may be telephonic or onsite. In case the issue cannot be resolved telephonically, the Agency shall provide on-site assistance within the permissible response resolution time.
- 1.5. Service levels shall be assessed and evaluated through audits and reports provided by the Agency (e.g. utilisation reports, response time measurements reports, etc.). The tools/solutions for undertaking the audit shall be provided by the Agency. Audits shall be done on a periodic basis or as required by the Authority, and shall be performed by either the Authority or by an independent third party nominated by the Authority.
- 1.6. The Agency shall provide an automated monitoring tool for reporting that gives alerts in the event of breach or any downtime.
- 1.7. The Agency shall provide the Authority with an Availability Report on a monthly basis. The report shall contain a summary of all incidents reported, Mean Time between Failures (MTBF) and Mean Time to Repair (MTTR), and associated Agency's Performance Measurements for the relevant month.

- 1.8. Service Levels shall be complied with irrespective of the customizations that the applications would undergo during the period of the Agreement.
  - 1.9. If failure of any component leads to Application Downtime more than thrice within a span of three months, the Agency shall replace or modify the component at its own cost.
  - 1.10. The Agency shall propose data conflict resolution processes and inform the Authority expeditiously of the issues raised during the operation of such processes. Severity levels shall also be specified by the Agency, as and when necessary.
2. Service Levels for Performance Measurements
- 2.1. The table below specifies the AMPLIFI 2.0 performance indicators and corresponding minimum Service Levels. The Authority shall measure these Service Levels through periodic audits based on logs provided by the Agency and/or through independent third party audit reports.

Infrastructure	Performance Measurement	Minimum Service Level
Application Availability	Uptime and availability of applications for users.	99.5%
Backup Success Rate	Backup success rate for all components of AMPLIFI 2.0.	99%
System Response Time	End user to application and back (end to end) response time <3 seconds on 512 kbps intranet; 30 seconds on 2G connection.	99%
Software Service Requests	% of Software Service Requests (e.g. patches, bug fixes, errors) concluded within the defined response resolution period. (as defined in clause 4.2 of Annex-8.	98%
Disaster Recovery Site Availability (application only)	All applications as part of the Solution should be designed with the following parameters: <ul style="list-style-type: none"> <li>● Recovery Point Objective (RPO) – 1 hour worth of data loss</li> </ul>	99%

	<ul style="list-style-type: none"> <li>Recovery Time Objective (RTO) - 2 hours.</li> </ul>	
--	--	--

### 3. Damages for shortfalls in Service Levels

- 3.1. Damages by way of mutually agreed pre-determined loss and damage likely to be suffered and incurred by the Authority, and not by way of penalty (the “Damages”) shall be levied in case the Service Levels are not achieved. Such Damages shall be levied for each quarter and shall be determined as an average percentage of all SLA violation(s) of monthly Service Level measurements for the respective quarter.
- 3.2. The overall Damages shall be capped at 10% (ten per cent) of the overall contract value. If the Damages cap is breached, the Authority shall have the right to terminate the Agreement.
- 3.3. Service Levels shall be measured on a monthly basis, however, Damages shall be adjusted from quarterly invoices on a pro-rata basis.
- 3.4. A Service Level default shall occur when the Agency fails to meet minimum Service Levels, as measured on a monthly basis, for a particular Service Level.
- 3.5. In the event of a Service Level default, the Agency shall incur Damages resulting in a reduction in payment. The Damages shall be computed in accordance with the following formula:

Monthly Service Level Default = Minimum Service Level – Monthly Actual

*Service Level*

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

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

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

- 3.6. The applicable Damages shall be the same irrespective of the root causes.

**An example is provided below:**

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

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

- 3.6.1. The Quarterly Service Damages for this particular default shall be 3%.
- 3.6.2. This percentage total would then be added to all other Service Levels to determine the Damages for the quarter.
- 3.6.3. The overall fee shall then be calculated by multiplying the total average quarterly default by the total quarterly payment due for the Operations Phase.
- 3.7. The Authority may undertake inspection of the analysis derived from the data collected on AMPLIFI 2.0 from various entities. If the total count of deficiencies/ errors in such data or dashboard exceed 10(ten), Damages may be levied at the rate of 2% of the pro-rata monthly payment due to the Agency.

4. Service Levels for Incident/Bug Resolution

- 4.1. After Go-Live, the Agency shall resolve any incidents, such as bugs or defects, that arise on the platform within the prescribed resolution time. Failure to resolve an incident within the maximum resolution time shall result in levy of Damages as specified in Paragraph 5 of this Service Level Agreement.
- 4.2. An incident can be defined by level of criticality in terms of the magnitude of website disruption. An indicative list of the levels of incidents and their requisite resolution time is

provided below:

Criticality	Description	Resolution Time
<b>Level 1</b> <i>High Severity Incidents</i>	<p>High Severity Incidents are ones which have a critical business impact. These incidents will have any of the following characteristics:</p> <ul style="list-style-type: none"><li>a) Entire application not available;</li><li>b) Incorrect behaviour (wrong calculations, workflows not functioning as desired for dashboards and reports, etc.);</li><li>c) Security Incidents (data theft/ loss/ corruption);</li><li>d) Severe impact on customer satisfaction / NIUA / MoHUA reputation i.e. adverse media publicity;</li><li>e) No work-around to mitigate the disruption in service; or</li><li>f) Repeat of previous incident</li></ul>	2 hours
<b>Level 2</b> <i>Medium Severity Incidents</i>	<p>Medium Severity Incidents are ones which have a significant business impact. These are concerns needing attention as</p>	6 hours

	<p>quickly as possible, but will not cause business processes to fail within one day. These incidents will have any of the following characteristics:</p> <ul style="list-style-type: none"> <li>a) Part of the application not available or not working as desired; or</li> <li>b) Internal user escalations for slow response of the implemented solution impacting the efficiency of users</li> </ul>	
<p><b>Level 3</b> <i>Low Severity Incidents</i></p>	<p>Low Severity Incidents are the ones which have a minimal business impact. These incidents will have any of the following characteristics:</p> <ul style="list-style-type: none"> <li>a) Low impact on the efficiency of users;</li> <li>b) A simple workaround; or</li> <li>c) Enhancement requests e.g. cosmetic user interface changes.</li> </ul>	24 hours

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

#### 5. Damages relating to Incident/Bug Resolution

- 5.1. Damages shall be based on the time taken to resolve the incident and the level of criticality of the incident.
- 5.2. The initial Damages applicable shall be 0.5% of the quarterly payment during the Operations Phase.
- 5.3. A breakdown of the Damage structure is given in the table below. Further delays in incident resolution will result in increasing the Damages following the pattern set forth in the table:

<b>Level</b>	<b>Permissible Resolution Time</b>	<b>Actual Time Taken</b>	<b>Damages as % of Quarterly Payment</b>
<b>Level 1</b>	[0, 2] hours	[2, 4) hours	0.5%
		[4, 6) hours	1%
		[6, 8) hours	2%
<b>Level 2</b>	[0, 6] hours	[6, 12) hours	0.5%
		[12, 18) hours	1%
		[18, 24) hours	2%
<b>Level 3</b>	[0, 24] hours	[24, 48) hours	0.5%
		[48, 72) hours	1%
		[72, 96) hours	2%

## SCHEDULE-3

### Guidance Note on Conflict of Interest

(See Clause 2.3.3.)

1. This Note further explains and illustrates the provisions of Clause 2.3. of the RFP and shall be read together therewith in dealing with specific cases.
2. Agencies 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 judgement in the exercise of their duties. The process for selection of Agencies should avoid both actual and perceived conflict of interest.
3. Conflict of interest may arise between the Authority and an Agency or between Agencies and present or future concessionaires/ contractors. Some of the situations that would involve conflict of interest are identified below:
  - 3.1. Authority and Agencies:
    - 3.1.1. Potential Agency should not be privy to information from the Authority which is not available to others;
    - 3.1.2. potential Agency should not have defined the project when earlier working for the Authority;
    - 3.1.3. potential Agency should not have recently worked for the Authority overseeing the project.
  - 3.2. Agencies and concessionaires/contractors:
    - 3.2.1. No Agency should have an ownership interest or a continuing business interest or an on-going relationship with a potential concessionaire/ contractor save and except relationships restricted to project-specific and short-term assignments; or
    - 3.2.2. no Agency should be involved in owning or operating entities resulting from the project; or
    - 3.2.3. no Agency should bid for works arising from the project.

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



4. The normal way to identify conflicts of interest is through self-declaration by Agencies. 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 Agencies become aware of them.
5. Another approach towards avoiding a conflict of interest is through the use of “Chinese walls” to avoid the flow of commercially sensitive information from one part of the Agency’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 the 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 an Agency coupled with provision of safeguards to the satisfaction of the Authority.
6. Another way to avoid conflicts of interest is through the appropriate grouping of tasks. For example, conflicts may arise if Agencies drawing up the terms of reference or the proposed documentation are also eligible for the consequent assignment or project.
7. Another form of conflict of interest called “scope–creep” arises when Agencies advocate either an unnecessary broadening of the terms of reference or make recommendations which are not in the best interests of the Authority but which will generate further work for the Agencies. Some forms of contractual arrangements are more likely to lead to scope- creep. For example, lump-sum contracts provide fewer incentives for this, while time and material contracts provide built in incentives for Agencies to extend the length of their assignment.
8. Every project contains potential conflicts of interest. Agencies should not only avoid any conflict of interest, they should report any present/ potential conflict of interest to the Authority at the earliest. Officials of the Authority involved in development of a project shall be responsible for identifying and resolving any conflicts of interest. It should be ensured that safeguards are in place to preserve fair and open competition and measures should be taken to eliminate any conflict of interest arising at any stage in the process.

## APPENDICES

## **APPENDIX-I: TECHNICAL PROPOSAL**

(See Clause 2.1.2. )

Form-1

Letter of Proposal

(On Bidder's letterhead)

(Date and Reference)

To,

Director,  
National Institute of Urban Affairs (NIUA),  
India Habitat Centre,  
Lodhi Road,  
New Delhi-110003

Sub: Appointment of software agency for the development and maintenance of 'Assessment and Monitoring Platform for Liveable, Inclusive and Future-Ready Urban India' (AMPLIFI 2.0) Platform.

Dear Sir,

With reference to your RFP Document dated ....., I/we, having examined all relevant documents and understood their contents, hereby submit our unconditional Proposal for "Appointment of software agency for the development and maintenance of 'Assessment and Monitoring Platform for Liveable, Inclusive and Future-Ready Urban India' (AMPLIFI 2.0) Platform."

2. All information provided in the Proposal and in the Appendices is true and correct and all documents accompanying our Proposal are true copies of their respective originals.

3. This statement is made for the express purpose of appointment as the Agency 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 Bidder, nor been expelled from any project or contract by any public authority nor have had any contract terminated by any public authority for breach on our part.

7. I/We declare that:

- a) I/We have examined and have no reservations to the RFP Documents, including any Addendum issued by the Authority;
- b) I/We do not have any Conflict of Interest in accordance with Clause 2.3 of the RFP Document;
- c) I/We have not directly or indirectly or through an agent engaged or indulged in any corrupt practice, fraudulent practice, coercive practice, undesirable practice or restrictive practice, as defined in Clause 4.3 of the RFP document, in respect of any tender or request for proposal issued by or any agreement entered into with the Authority or any other public sector enterprise or any government, Central or State; and
- d) I/We hereby certify that we have taken steps to ensure that in conformity with the provisions of Section 4 of the RFP, no person acting for us or on our behalf will engage in any corrupt practice, fraudulent practice, coercive practice, undesirable practice or restrictive practice.

8. I/We understand that you may cancel the Selection Process at any time and that you are neither bound to accept any Proposal that you may receive nor to select the Agency, without incurring any liability to the Bidders 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 or any of our Associates have not been convicted by a Court of Law or indicted or adverse orders passed by a regulatory authority which would cast a doubt on our ability to undertake the Project or which relates to a grave offense 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 offense committed by us or by any of our Associates.

11. I/We further certify that no investigation by a regulatory authority is pending either against us or against our Associates or against our CEO or any of our Directors/Managers/employees.<sup>2</sup>
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 Agency or in connection with the Selection Process itself in respect of the above mentioned Project.
13. 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 Project is not awarded to me/us or our proposal is not opened or rejected.
14. I/We agree to keep this offer valid for 120 (One hundred twenty) days from the Proposal Due Date specified in the RFP.
15. A Power of Attorney in favour of the authorised signatory to sign and submit this Proposal and documents is attached herewith in Form-4.
16. In the event of my/our firm being selected as the Agency, 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.
17. 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 Project.
18. The Financial Proposal is being submitted in a separate cover. This Technical Proposal read with the Financial Proposal shall constitute our bid which shall be binding on us.
19. 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.

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<sup>2</sup> In case the Bidder is unable to provide the certification specified in Paragraph 12, it may precede the Paragraph by the words viz. "Except as specified in Schedule ..... hereto". The exceptions to the certification or any disclosures relating thereto may be clearly stated in a Schedule to be attached to the Application. The Authority will consider the contents of such Schedule and determine whether or not the exceptions/disclosures are material to the suitability of the Bidder for pre-qualification hereunder.

Yours faithfully,

(Signature, name and designation of the authorised signatory)

(Name and seal of the Bidder )

# APPENDIX-I

## Form-2

### Particulars of the Bidder

#### 1. Eligibility Criteria Form

(Note: documents to be attached should be based on the criterion furnished under section 2.2 and 3.1.3)

S. No		Documents Required	Provided	Reference & Page Number
1	<b>Company Profile</b>	Copy of Certificate of Incorporation / Registration under Companies Act 1956 or latest Companies Act (for Indian companies); / Registered Partnership Agreement / Self declaration for Sole Proprietorship firm /NGO/Societies Registration document if organisation is registered under any other Act Prevailing in India.  Copy of Registration Certificates with the GST Authorities.	Yes/No	
2	<b>Annual Turnover</b>	Certificate from Statutory Auditor/ CA firm for last 3 financial years (FY 2019-20, 2020-21 & 2021-22) highlighting the area of operations.	Yes/No	
3	<b>Number of personnel on rolls of bidder as on the date of RFP release</b>	Certificate from the Head of HR of the Bidder/ Statutory Auditor.	Yes/No	

4	<b>Organisational Certificate</b>	<p>The bidder should have either of the following certifications:</p> <ul style="list-style-type: none"> <li>● Capability Model Integration (CMMi) Level 3</li> <li>or</li> <li>● Capability Model Integration (CMMi) Level 5</li> </ul>	Yes/No	
5	<b>Project Experience in Similar Domain</b>	<p>Copy of Contract/ Work Order + Self-Certificate of Project (by Client/ Authorised Signatory).</p> <p>OR</p> <p>Completion Certificate from the Client.</p>	Yes/No	
6a	<b>Software Implementation:</b> Software implementation services for e-Governance project by the bidder in last 5 (five) Years	<p>Copy of Contract/ Work Order + Self-Certificate of Project (by Client/ Authorised Signatory).</p> <p>OR</p> <p>Completion Certificate from the Client.</p>	Yes/No	
6b	<b>Data Integration Services:</b> Integration of data using an IT platform by the bidder in last 5 (five) Years	<p>Copy of Contract/ Work Order + Self-Certificate of Project (by Client/ Authorised Signatory).</p> <p>OR</p> <p>Completion Certificate from the Client.</p> <p><i>Note: The project should have gone live in the last 5 (five) years from the date of proposal submission and the data warehouse/ target database should have more than 10 TB of data volume.</i></p>	Yes/No	
6c	<b>Performance Management Tool/Platform:</b> Open-source platform/ tool for performance	<p>Copy of Contract/ Work Order + Self-Certificate of Project (by Client/ Authorised Signatory).</p>	Yes/No	



	monitoring by the bidder in last 5 (five) Years	OR Completion Certificate from the Client.		
7	<b>Project Understanding &amp; Approach</b>	Bidder's Technical Proposal .	Yes/No	
8	<b>Team Composition</b>	CVs of the proposed team members	Yes/No	

Note: All the Bidders are requested to mention the document reference number and Page number for each criterion.

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

## 2. Particulars of the Bidder

1.	<p>State the following:</p> <ul style="list-style-type: none"> <li>● Name of Company or Firm:</li> <li>● Legal status (e.g. incorporated private company, unincorporated business, partnership etc.):</li> <li>● Country of incorporation:</li> <li>● Registered address:</li> <li>● Year of Incorporation:</li> <li>● Year of commencement of business:</li> <li>● Principal place of business:</li> <li>● Brief description of the Company including details of its main lines of business</li> <li>● Name, designation, address and phone numbers of authorised signatory of the Bidder: <ul style="list-style-type: none"> <li>○ Name:</li> <li>○ Designation:</li> <li>○ Company:</li> <li>○ Address:</li> <li>○ Phone No.:</li> <li>○ E-mail address:</li> </ul> </li> </ul>
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	<p>For the Bidder, state the following information:</p> <ol style="list-style-type: none"> <li>Does the Firm have a business presence in India? Yes/No If so, provide the office address(es) in India.</li> <li>Has the Bidder been penalized by any organization for poor quality of work or breach of contract in the last five years? Yes/No</li> <li>Has the Bidder ever failed to complete any work awarded to it by any public authority/ entity in the last five years? Yes/No</li> <li>Has the Bidder been blacklisted by any Government department/Public Sector Undertaking in the last five years? Yes/No</li> <li>Has the Bidder suffered bankruptcy/insolvency in the last five years? Yes/No</li> <li>The Bidder is a Company (as per the Indian Companies Act) Yes/No</li> <li>The Bidder is a Limited Liability Partnership Firm (under Limited Liability Partnership Firm Act 2008) registered in India or registered NGO/Society Yes/No</li> <li>The Bidder has an office in India registered with the competent authority and is operational in India for at least 10 financial years as of 31 March 2022. Yes/No</li> <li>The Bidder is registered with GSTN authorities Yes/No</li> </ol>
	<p>(Signature, name and designation of the authorised signatory) For and on behalf of .....</p>

## 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 of ..... and presently residing at ....., who is presently employed with us and holding the position of ..... as our true and lawful attorney (hereinafter referred to as the “authorized 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 Agency for the AMPLIFI 2.0 Project , proposed to be developed by the ..... (the “Authority”) including but not limited to signing and submission of all applications, proposals and other documents and writings, participating in pre-bid and other conferences and providing information/ responses to the Authority, representing us in all matters before the Authority, signing and execution of all contracts and undertakings consequent to acceptance of our proposal and generally dealing with the Authority in all matters in connection with or relating to or arising out of our Proposal for the said Project and/or upon award thereof to us till the entering into of the Agreement with the Authority.

AND, we do hereby agree to ratify and confirm all acts, deeds and things lawfully done or caused to be done by our said authorised Representative pursuant to and in exercise of the powers conferred by this Power of Attorney and that all acts, deeds and things done by our said authorised Representative in exercise of the powers hereby conferred shall and shall always be deemed to have been done by us.

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

For .....

(Signature, name, designation and address)

Witnesses:

1.

2.

Notarised

Accepted

.....

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

Notes:

- The mode of execution of the Power of Attorney should be in accordance with the procedure, if any, laid down by the applicable law and the charter documents of the executant(s) and when it is so required the same should be under common seal affixed in accordance with the required procedure. The Power of Attorney should be executed on a non-judicial stamp paper of Rs. 100 (hundred) and duly notarised by a notary public.
- Wherever required, the Bidder 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 Bidder.
- 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, Bidders 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 Bidder

(Refer Clause 2.2.2.)

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

**Certificate from the Statutory Auditor<sup>3</sup>**

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

Name of the audit firm:

Seal of the audit firm

Date:

(Signature, name and designation of the authorised signatory)

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

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<sup>3</sup> In case the Bidder does not have a statutory auditor, it shall provide the certificate from its chartered accountant that ordinarily audits the annual accounts of the Bidder.

# APPENDIX-I

## Form-5

### Particulars of Key Personnel

S. No.	Designation of Key Personnel	Name	Educational Qualification	Length of Professional Experience	Present Employment	
					Name of Firm	Employed Since
(1)	(2)	(3)	(4)	(5)	(6)	(7)
1.						
2.						
3.						
4.						
5.						
6.						

## APPENDIX-I

### Form-6

#### Proposed Methodology and Work Plan

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

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

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

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

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

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

APPENDIX-I

Form-7

Abstract of Eligible Assignments of the Bidder<sup>4</sup>

(Refer Clause 3.1.6.)

S. No.	Name of Project	Name of Client	Value of the Project (in Rs. crore)
(1) <sup>5</sup>	(2)	(3)	(4)
1			
2			
3			

**Certificate from the Statutory Auditor<sup>6</sup>**

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

Name of the audit firm:

Seal of the audit firm:

<sup>4</sup> The Bidder should provide details of only those projects that have been undertaken by it under its own name.

<sup>5</sup> The names and chronology of Eligible Projects included here should conform to the project-wise details submitted in Form-8 of Appendix-I.

<sup>6</sup> In case the Bidder does not have a statutory auditor, it shall provide the certificate from its chartered accountant that ordinarily audits the annual accounts of the Bidder.



Date:

(Signature, name and designation of the authorised signatory)

# APPENDIX-I

## Form-8

### Eligible Assignments of Bidder

(Refer Clause 3.1.6.)

1	Name of Bidder:	
2	Name of the Project:	
3	Project details	
4	Description of services performed by the Bidder Firm:	
5	Name of client and Address: (indicate whether public or private)	
6	Name and telephone no. of client's representative:	
7	Payment received by the Bidder (in Rs. crore):	
8	Start date of the services (month/ year):	
9	Finish date of the services (month/ year):	
10	Brief description of the Project:	
11	Copy of Contract/ Work Order + Self-Certificate of Project (by Client/	Attachment

	Authorised Signatory). OR Completion Certificate from the Client.	
<p>It is certified that the aforesaid information is true and correct to the best of my knowledge and belief.</p> <p style="text-align: right;">(Signature and name of Key Personnel)</p>		

Notes:

1. Use separate sheets for each Eligible Project.
2. The Bidder may attach separate sheets to provide brief particulars of other relevant experience of the Bidder.
3. Please attach the related Copy of Contract/ Work Order + Self-Certificate of completion of Project (by Client/ Authorised Signatory). OR Completion Certificate from the Client.

## APPENDIX-I

### Form-9

#### Curriculum Vitae (CV) of Key Personnel

1. Proposed Position:
2. Name of Personnel:
3. Date of Birth:
4. Nationality:
5. Educational Qualifications:
6. Employment Record:

(Starting with the present position, list in reverse order every employment held.)

7. List of projects on which the Personnel has worked

Name of project

Description of responsibilities

8. Details of the current assignment and the time duration for which services are required for the current assignment.
9. Relevant Certifications (if any)

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

(Signature and name of the Key Personnel)

Date:

Place:

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

Notes:

1. Use separate form for each Key Personnel

2. Each page of the CV shall be signed in ink and dated by both the Personnel concerned and by the Authorised Representative of the Applicant firm along with the seal of the firm. Photocopies will not be considered for evaluation.

# APPENDIX-I

Form-10

## Deployment of Personnel

S. N o	D e s i g n a t i o n	N a m e	M a n D a y s ( M D )	Week Numbers <sup>7</sup>																			
				1	2	3	4	5	6	7	8	9	1 0	1 1	1 2	1 3	1 4	1 5	1 6	1 7	1 8	1 9	2 0
1																							
2																							
3																							
4																							
5																							
6																							
7																							
8																							
9																							

<sup>7</sup> Add additional sheets for the period covering the entire duration of the Project.

1 0																						
1 1																						
Total Man days																						

APPENDIX-I

Form-11

Undertaking for Technical Manpower

Date

Place:

To,

Director,  
National Institute of Urban Affairs (NIUA),  
India Habitat Centre,  
Lodhi Road,  
New Delhi-110003

Dear Sir,

This is to certify that we have .....(Mention Number) or more Employees as per required job profiles on company payroll as on the date of publishing the bid.

Signature:

Name of HR Head:

Name of Firm:

Seal/Stamp of Bidder



APPENDIX-I

Form-12

(Attach copy of Capability Model Integration (CMMi) Level 3

or

Capability Model Integration (CMMi) Level 5)

## APPENDIX-I

### Form-13

(Attach Copy of Registration Certificates with the GST Authorities)

## APPENDIX-I

### Form-14

(Attach copy of Copy of Certificate of Incorporation / Registration under Companies Act 1956 or latest Companies Act (for Indian companies); / Registered Partnership Agreement / Self declaration for Sole Proprietorship firm /NGO/Societies Registration document if organisation is registered under any other Act Prevailing in India.)

## APPENDIX-II: FINANCIAL PROPOSAL

Form-1

Covering Letter (Financial Proposal)

(On Bidder's letterhead)

(Date and Reference)

To,

Director,  
National Institute of Urban Affairs (NIUA),  
India Habitat Centre,  
Lodhi Road,  
New Delhi-110003

Dear Sir,

Subject: Appointment of software development agency for the Development and Maintenance of AMPLIFI 2.0 Platform.

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

I/We agree that this offer shall remain valid for a period of 120 (one hundred twenty) days from the Proposal Due Date or such further period as may be mutually agreed upon.

I/We understand you are not bound to accept any Proposal you receive.

Yours faithfully,

(Signature, name and designation of the authorised signatory)

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

APPENDIX-II

(See Clause 2.1.2.)

Form-2

Financial Proposal

To,

Director,

National Institute of Urban Affairs (NIUA),

India Habitat Centre,

Lodhi Road,

New Delhi-110003

Dear Sir,

The undersigned, on behalf of [give the name of firm] offer to provide the said deliverables for AMPLIFI 2.0 with your Request for Proposal dated [Insert Date] and our Technical Proposal. Our attached Financial Proposal is for the sum of [Insert amount(s) in words and figures]. This amount is inclusive of all applicable taxes. We hereby confirm that the financial proposal is unconditional and we acknowledge that any condition attached to the financial proposal shall result in rejection of our financial proposal.

Breakdown of the proposal can be found below

	Item	Cost (Rs)
I	Development Phase (1 + 2 + 3 + 4)	
1	Design	
2	Development	

3	Testing	
4	Deployment	
<b>II</b>	<b>Handover and Training Charges</b>	
<b>III</b>	<b>Support for Operation and Maintenance</b>	
	Total (I + II + III)	
	GST	
	<b>Grand Total (including GST)</b>	

Note: Breakdown of the cost will not be used for financial evaluation instead grand total will be used. Cost Breakdown may be used to compute the estimate of efforts in case the agreement is extended.

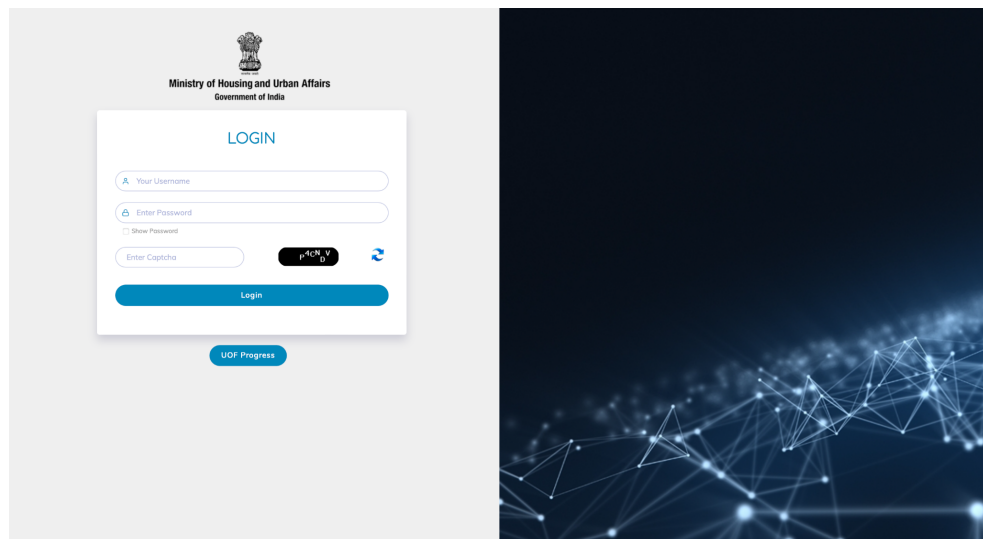
Yours faithfully,

(Signature, name and designation of the authorised signatory)

## APPENDIX-III

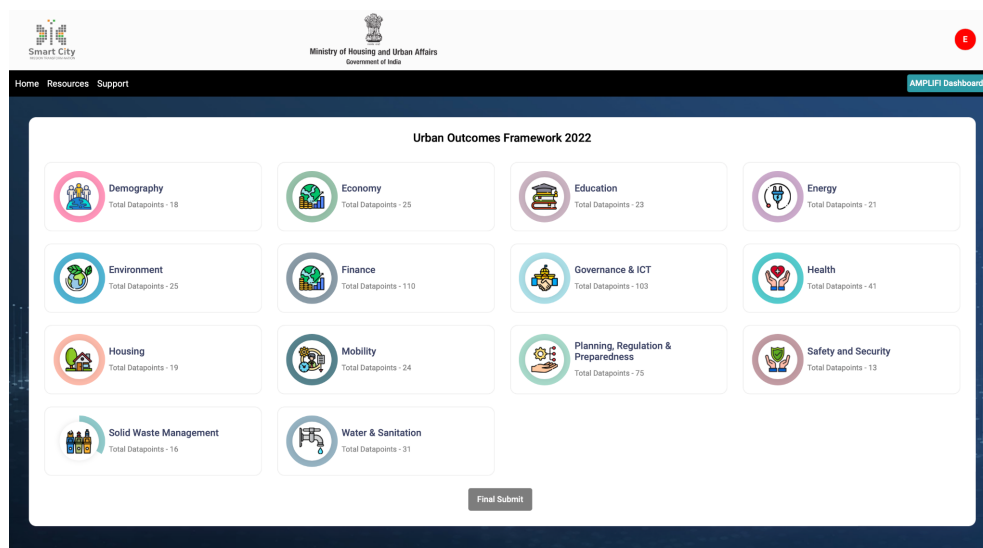
### AMPLIFI 1.0

#### User Login



The login interface features the Ministry of Housing and Urban Affairs logo at the top. Below it is a 'LOGIN' form with fields for 'Your Username', 'Enter Password', and 'Enter Captcha'. A 'Show Password' checkbox and a 'p4CN V' button are also present. A 'Login' button is at the bottom of the form. Below the form is a 'UDF Progress' button. The background is a dark blue network graphic.

List of all groups (sector incase of Urban Outcomes Framework) along with the number of questions (“datapoints”) in each group





UI to submit responses along with the remark and supporting documents as attachment

A template for supporting documents is available for every question

An help icon (“?”) shows the description, supporting documents needed, data sources (that can be used to fill the data) and reference period of the question

Description	Supporting Documents	Data Source	Reference Period
E Rickshaws that run based on clean fuel like CNG, LPG, Hybrid, Biofuels, Electric as they constitute to reduction of carbon footprint.	1. To submit the template duly filled, signed and printed on the smart city or ULB letter head OR 2. Data on e-rickshaw can be obtained from Regional Transport Authorities, copy of the document duly signed and stamped.	Regional Transport Office	As of 31st December 2021