



राष्ट्रीय मुक्त विद्यालयी शिक्षा संस्थान
NATIONAL INSTITUTE OF OPEN SCHOOLING

(स्कूल शिक्षा और साक्षरता विभाग, शिक्षा मंत्रालय, भारत सरकार के अंतर्गत एक स्वायत्त संस्था)
(An autonomous Institution under Dept. of SE&L, Ministry of Education (MoE), Govt. of India)

NIOS/ACAD/LMS/REP/2025/001

Date: 29.04.2026

To

All Prospective Bidders

Subject : CORRIGENDUM NO.1 AND REPLY TO THE QUERIES RAISED BY THE BIDDERS

Ref. : TENDER DOCUMENT: TENDER DEVELOPMENT, HOSTING, OPERATION AND MAINTENANCE OF AN AI- DRIVEN LEARNING MANAGEMENT SYSTEM (LMS) FOR THE NATIONAL INSTITUTE OF OPEN SCHOOLING (NIOS) ON A TURNKEY BASIS.

Sir/Madam,

Please find enclosed herewith Corrigendum No.1 and clarifications to the queries raised by the bidders during Pre-bid meeting held on 17.04.2026. It includes the following :-

1. Tender Clause as amended- Annexure I (No. of Pages: 1)
2. Technical Bid- Annexure II (No. of Pages: 13)
3. Financial Bid Annexure III (No. of Pages: 9)
4. Pre-Bid Queries - Administrative Annexure IV (No. of Pages: 6)
5. Pre-Bid Queries - Legal Annexure V (No. of Pages: 6)
6. Pre-Bid Queries – Financial Annexure VI (No. of Pages: 6)
7. Pre-Bid Queries Technical Annexure VII (No. of Pages: 20)
8. Format for Integrity Pact Annexure VIII (No. of Pages: 8)

Bidders may note that the Corrigendum and Clarification to the Bidders' queries shall form an integral part of the Tender Document.

Encl. As above

Yours Sincerely

(Colonel Shakeel Ahmad)

Secretary

Annexure - 1

CORRIGENDUM NO. 1

TENDER FOR AI DRIVEN LEARNING MANAGEMENT SYSTEM (LMS) FOR NIOS

2.4	It should be mentioned/superscribed on the envelopes whether they contain technical bid or the financial bid respectively, duly filled in shall be sealed in two separate envelopes superscribed as “TENDER FOR AI DRIVEN LEARNING MANAGEMENT SYSTEM (LMS) FOR NIOS”
3.2	The work place of the agency can in anywhere in India
3.9	Experience of works completed/operating Successfully completed or operating at least one (1) single project of a similar nature (AI-enabled LMS/e-Governance IT Project) with a value not less than 3 crore, OR two (2) projects of not less than 1.5 crore, OR three (3) projects of not less than 1 crore . Performance Certificate / completion certificate from the various organizations where services are rendered needs to be submitted. Exemption will be admissible as per Govt. of India norms.
3.10	Average Annual Turnover The bidders should have an average annual turnover of Rs. One Crore Fifty Lakhs (Rs. 1,50,00,000) in the latest three Financial Years 2022-23, 2023-24 and 2024-25 from software development services. Exemption will be admissible as per Govt. of India norms.
	Cloud Empanelment Must provide proof of partnership/empanelment with at least one MeitY-Empaneled Cloud Service Provider (like AWS, Azure, or GCP etc.).
	Security/Audit Compliance Experience in handling and getting mandatory Government of India security audits, including STQC/Cert-IN audit . Must provide proof of at least two such audits successfully cleared in the last five years.
	Annual Maintenance Contract (AMC) After successful Go-Live of the AI-Driven LMS, the system shall be covered under an Annual Maintenance Contract (AMC) for a period of five (05) years. AMC will be provided by the bidder. The bidder shall quote Year-wise AMC charges in the Financial Bid. NIOS shall have the right to deduct penalties directly from AMC payments as per terms of penalty clause.
	SLA Compliance Must provide evidence of having operated a large-scale system with a guaranteed Uptime SLA of 99.5% and clear SLA-based response/resolution mechanisms.

NOTE: Estimated Bid value as displayed on CPP portal shall be ignored. EMD amount shall be considered as mentioned in the tender document.

NATIONAL INSTITUTE OF OPEN SCHOOLING (NIOS)

A-24-25, Institutional Area, Sector-62, NOIDA-201309 (U.P.)
Tender Ref: NIOS/ACAD/LMS/RFP/2025/001

ANNEXURE - II
TECHNICAL BID

Development, Hosting, Operation and Maintenance of
AI-Driven Learning Management System (LMS) for NIOS
on a Turnkey Basis

Bidder's Name:	<i>[Full Legal Name of Company]</i>
Registered Address:	<i>[Registered Office Address]</i>
Contact Person:	<i>[Name and Designation]</i>
Phone / Email:	<i>[Mobile Email Address]</i>
Date of Submission:	<i>[DD-MMM-2026]</i>

SECTION A: BIDDER PROFILE & GENERAL INFORMATION

A-1. Company Overview

S.No.	Particulars	Details / Response
1	Full Legal Name of Company	[Enter Company Name]
2	Type of Entity (Pvt. Ltd. / Ltd. / OPC)	[Enter Company Type]
3	Year of Incorporation	[YYYY]
4	CIN / ROC Registration Number	[Enter CIN]
5	PAN Number	[Enter PAN]
6	GST Registration Number	[Enter GSTIN]
7	Registered Office Address	[Full Registered Address]
8	Principal Office Address (if different)	[NCR/Delhi/NOIDA/Gurgaon/Faridabad/Ghaziabad]
9	Website URL	[www._____.com]
10	Authorized Signatory (Name & Designation)	[Name, Designation]

A-2. Key Contact for this Tender

S.No.	Particulars	Details
1	Name	[Contact Person Name]
2	Designation	[Designation]
3	Mobile Number	[+91-XXXXXXXXXX]
4	Email Address	[email@company.com]
5	Alternate Contact No.	[+91-XXXXXXXXXX]

SECTION B: ELIGIBILITY CRITERIA COMPLIANCE

Bidders must confirm compliance against each eligibility condition. Tick ✓ in the "Complied" column and reference the supporting document.

S.No.	Clause Ref.	Eligibility Criterion	Compliance Response	Complied (✓/X)	Supporting Document
1	3.1	Company registered under Indian Companies Act 1956/2013	[Yes / No]		[Certificate of Incorporation]
2	3.2	Workplace in Delhi/NCR (Delhi, NOIDA, Gurgaon, Faridabad or Ghaziabad)	[Yes / No]		[Office address proof]
3	3.4	Valid Income Tax PAN Number in company's own name	[Yes / No]		[PAN Card copy]
4	3.5	Valid GST Registration Number	[Yes / No]		[GST Certificate]
5	3.6	Participating as single entity (no consortium)	[Yes / No]		[Self declaration]
6	3.8	EMD submitted or proof of exemption enclosed	[DD No. / NSIC-MSME Cert.]		[DD / Exemption cert.]
7	3.9	Minimum 3 years' experience in AI-enabled LMS / e-governance IT project on turnkey basis	[Years of experience]		[Performance Certificates]
8	3.9	Completed at least 1 project of 3 Crore, or 2 projects 1.5 Crore, or 3 projects 1 Crore each for Govt/PSU/Autonomous body	[List projects]		[Work orders + Completion Certs.]
9	3.10	Avg. annual turnover ≥ Rs. 1.5 Crore from software development in FY 2022-23, 2023-24, and 2024-25	[Rs. _____ Lakhs]		[Audited Financials / CA Certificate]
10	3.10	Partnership/empanelment proof with MeitY-empaneled Cloud Service Provider (AWS/Azure/GCP)	[Cloud partner name]		[Partnership / empanelment letter]
11	3.10	Experience in getting mandatory Gov security audits (STQC/Cert-IN) — at least 2 in last 5 years	[No. of audits cleared]		[Audit clearance certificates]
12	3.10	Evidence of operating large-scale system with guaranteed 99.5% uptime SLA	[Client name / System]		[SLA agreement / client cert.]
13	3.13	Company not blacklisted/debarred by any Govt. agency / PSU	[Confirmed]		[Self-declaration affidavit]
14	3.14	Can complete LMS development within 180 days from award of work (Go-Live: 17 Sep 2026)	[Confirmed]		[Project plan summary]
15	3.15	Integrity Pact	[Confirmed]		

SECTION C: FINANCIAL CAPABILITY

C-1. Annual Turnover (Last 3 Financial Years)

Note: Avg. annual turnover ≥ Rs. 1.5 Crore from software development in FY 2022-23, 2023-24, and 2024-25

S.No.	Financial Year	Total Annual Turnover (Rs. Lakhs)	Turnover from SW Dev. Services (Rs. Lakhs)	Audited / CA Certified
1	2022-23			
2	2023-24			
3	2024-25			
Average (3 years)	[Auto compute or enter]			

Supporting Documents: Attach audited balance sheets / P&L Accounts and/or CA-certified turnover certificate for each of the above years.

SECTION D: EXPERIENCE & PAST PERFORMANCE

D-1. Summary of Qualifying Projects

Provide details of projects meeting the eligibility criteria under Clause 3.9. Attach performance/completion certificates from each client.

Project 1

Project Title	[Project Name]
Client Name & Type	[Client Name — Central/State Govt./PSU/Autonomous Body]
Project Scope (brief)	[AI-LMS / e-Governance IT, Turnkey — describe briefly]
Contract Value (Rs. Lakhs)	[Rs. _____ Lakhs]
Project Period (From – To)	[MM/YYYY to MM/YYYY]
Project Status	[Completed / Ongoing]
No. of Concurrent Users Supported	[Number]
Uptime SLA Achieved	[__._ %]
Work Order / PO Reference	[WO Number / Date]
Client Contact for Verification	[Name, Designation, Phone, Email]
Document Reference Enclosed	[Annex No. / Tab No.]

Project 2

Project Title	[Project Name]
Client Name & Type	[Client Name — Central/State Govt./PSU/Autonomous Body]
Project Scope (brief)	[AI-LMS / e-Governance IT, Turnkey — describe briefly]
Contract Value (Rs. Lakhs)	[Rs. _____ Lakhs]
Project Period (From – To)	[MM/YYYY to MM/YYYY]
Project Status	[Completed / Ongoing]
No. of Concurrent Users Supported	[Number]
Uptime SLA Achieved	[__._ %]
Work Order / PO Reference	[WO Number / Date]
Client Contact for Verification	[Name, Designation, Phone, Email]
Document Reference Enclosed	[Annex No. / Tab No.]

Project 3

Project Title	[Project Name]
Client Name & Type	[Client Name — Central/State Govt./PSU/Autonomous Body]
Project Scope (brief)	[AI-LMS / e-Governance IT, Turnkey — describe briefly]
Contract Value (Rs. Lakhs)	[Rs. _____ Lakhs]
Project Period (From – To)	[MM/YYYY to MM/YYYY]
Project Status	[Completed / Ongoing]
No. of Concurrent Users Supported	[Number]
Uptime SLA Achieved	[__._%]
Work Order / PO Reference	[WO Number / Date]
Client Contact for Verification	[Name, Designation, Phone, Email]
Document Reference Enclosed	[Annex No. / Tab No.]

D-2. Cloud Empanelment / Partnership

Cloud Provider	Partner/Empanelment Type	MeitY Empaneled?	Cert./Letter Enclosed
AWS	[Partner Tier]	Yes / No	[Doc. Ref.]
Microsoft Azure	[Partner Tier]	Yes / No	[Doc. Ref.]
Google Cloud (GCP)	[Partner Tier]	Yes / No	[Doc. Ref.]
Other (NIC Cloud etc.)	[Specify]	Yes / No	[Doc. Ref.]

D-3. Security Audit Compliance (STQC / Cert-IN)

List at least two mandatory GoI security audits cleared in the last five years:

#	Audit Type (STQC/Cert-IN)	System/Project Audited	Audit Date	Result	Certificate Ref.
1					
2					

SECTION E: TECHNICAL APPROACH & PROPOSED SOLUTION

E-1. Understanding of Scope of Work

The Bidder should demonstrate a clear understanding of NIOS requirements. Below is a high-level confirmation of scope coverage against Annexure-I of the Tender:

Scope Module	SoW Ref.	Description	Bidder Response (Complied/Partial/Not Complied)	Remarks
1. Core Functional Modules	SoW Ref. 3	Student enrollment, course management, assessments, certifications, multilingual support	[Complied]	
2. AI-Powered Capabilities	SoW Ref. 4	Adaptive learning, AI-tutor, NLP chatbot, predictive analytics, auto-content tagging	[Complied]	
3. Teacher Empowerment Tools	SoW Ref. 5	Content authoring, virtual classroom, performance dashboards, proctoring	[Complied]	
4. Administrative & Institutional Features	SoW Ref. 6	Role-based access, reporting, MIS, integration with NIOS ERPs	[Complied]	
5. Infrastructure & Cloud Hosting	SoW Ref. 7	MeitY-empaneled cloud, auto-scaling, DR/BC, 99.5% uptime SLA	[Complied]	
6. Security & Compliance	SoW Ref. 8	ISO 27001, DPDPA 2023, STQC audit compliance, data localization in India	[Complied]	
7. Training & Change Management	SoW Ref. 9	Onboarding training, user manuals, help-desk setup	[Complied]	
8. Operations & AMC (5 Years Post Go-Live)	SoW Ref. 10	Continuous enhancements, 24x7 support, SLA-based penalties compliance	[Complied]	

E-2. Proposed Technical Architecture

Describe the proposed AI-Driven LMS architecture in brief (attach detailed architecture diagram as Annexure):

Technology Stack	[Frontend / Backend / Database / AI/ML Framework]
Cloud Platform & Region	[Provider — Indian Region/Data Center]
Deployment Model	[Cloud-native / Containerized / Microservices]
AI/ML Engines Used	[NLP, Recommendation Engine, Predictive Analytics — tools]
Uptime Guarantee	[99.5% monthly / specify SLA]
Scalability (Peak Load)	[Concurrent users: _____ (auto-scaling: Yes/No)]
Data Localization	[Confirmed — All data stored within India]

Disaster Recovery	[RPO: _____ hrs RTO: _____ hrs]
Architecture Diagram Ref.	[Annex No.]

E-3. Feature Compliance Matrix

Mark each feature as: F = Fully Compliant | P = Partially Compliant | N = Not Compliant | C = Customizable

#	Feature / Requirement	Compliance (F/P/N/C)	Remarks / Conditions
1	Student Registration & Onboarding Portal		
2	AI-based Personalized Learning Path		
3	AI Tutor / Chatbot (Multilingual incl. Hindi)		
4	Adaptive Assessment Engine		
5	Online Proctored Examinations		
6	Live & Recorded Virtual Classes		
7	Content Authoring Tool		
8	Digital Library & Repository		
9	Predictive Learning Analytics Dashboard		
10	Certification & Badge Generation		
11	Parent / Guardian Portal		
12	Teacher Performance Dashboard		
13	Admin MIS & Custom Reporting		
14	Integration with NIOS ERP / ISDMS		
15	Mobile Application (Android & iOS)		
16	99.5% Uptime SLA		
17	DPDPA 2023 Compliance		
18	STQC / Cert-IN Security Audit Readiness		
19	Data Localization within India		
20	5-Year AMC with SLA-based penalties		

SECTION F: PROJECT IMPLEMENTATION PLAN

F-1. Proposed Delivery Timeline (within 180 days from Work Order date)

Go-Live Target: 17 September 2026. Bidder must demonstrate deliverability within 180 days.

Phase	Activity / Deliverable	Indicative Timeline	Payment %	Proposed Date
Phase 1	Project Kick-off, Requirement Workshops & SRS Finalization	0–30 days	—	[DD/MM/YYYY]
Phase 2	System Design, Architecture Review & Infrastructure Setup	15–45 days	—	[DD/MM/YYYY]
Phase 3	Core Functional Modules Development (SoW Ref. 3)	T+15 days	20%	[DD/MM/YYYY]
Phase 4	AI-Powered Capabilities Integration (SoW Ref. 4)	T+90 days	20%	[DD/MM/YYYY]
Phase 5	Teacher Empowerment & Admin / Institutional Features (SoW Ref. 5 & 6)	T+120 days	20%	[DD/MM/YYYY]
Phase 6	Testing (SIT, UAT, Performance, Security)	120–155 days	—	[DD/MM/YYYY]
Phase 7	Go-Live (Platform deployed, tested, fully operational)	T+180 days (max)	30%	[DD/MM/YYYY]
Phase 8	Post-Launch Stabilization & Final Acceptance	Go-Live + 30 days	10%	[DD/MM/YYYY]

F-2. Team Composition & Key Personnel

Provide details of the core team proposed for this engagement:

#	Role	Qualifications	Experience Required	Proposed (Y/N)	Name	Dedicated (%)
1	Project Manager	PMP / Prince2 preferred	5+ years IT project management			
2	AI/ML Lead Engineer	B.Tech/M.Tech + ML certification	3+ years AI/ML implementation			
3	LMS Solution Architect	Certification in Cloud Architecture	5+ years LMS architecture			
4	Backend Developer (2)	B.Tech / MCA	3+ years enterprise backend dev.			
5	Frontend Developer (2)	B.Tech / MCA	3+ years React/Angular			
6	Cloud & DevOps Engineer	AWS/Azure/GCP Certified	3+ years cloud ops			
7	Quality Assurance Lead	ISTQB Certified preferred	4+ years in testing			

8	Security Compliance Officer	CISA / ISO 27001 Lead Auditor	Experience in STQC/Cert-IN audits			
9	Training & Change Mgmt. Lead	Relevant certification	3+ years training delivery			

SECTION G: OPERATIONS & AMC PLAN (5 YEARS POST GO-LIVE)

G-1. SLA Commitments

#	SLA Parameter	Required by NIOS	Offered by Bidder
1	System Uptime	99.5% monthly	[____ %]
2	High-impact issue response time	30 minutes	[____ minutes]
3	High-impact issue resolution time	1 hour	[____ hour(s)]
4	Medium-impact issue resolution	4 hours	[____ hours]
5	Low-impact issue resolution	24 hours	[____ hours]
6	Customization / update delivery	As per client-approved timeline	[Specify process]
7	Backup Frequency	Daily incremental / Weekly full	[Confirm / propose]
8	Disaster Recovery RTO	As per DR plan	[____ hours]
9	Support Hours	24x7x365	[Confirm]

G-2. Support Team Structure (AMC Phase)

#	Role	Count	Shift Coverage	Escalation Level
1	[Account Manager]	[1]	[Business Hours]	[L3]
2	[L1 Helpdesk Support]	[2+]	[24x7]	[L1]
3	[L2 Technical Support]	[2+]	[Business Hours + On-call]	[L2]
4	[Cloud/Infrastructure Engineer]	[1+]	[On-call 24x7]	[L2]

SECTION H: DOCUMENTARY CHECKLIST

Tick (✓) to confirm each document is enclosed with the Technical Bid envelope. Absence of mandatory documents may result in rejection.

#	Type	Document Description	Enclosed (✓)	Annex Ref.
1	Mandatory	Account Payee Cheque / Demand Draft for EMD Rs. 10 Lakhs in favour of Secretary, NIOS, payable at NOIDA — or EMD exemption proof (NSIC/MSME)		
2	Mandatory	Certificate of Incorporation under Indian Companies Act		
3	Mandatory	PAN Card (Company)		
4	Mandatory	GST Registration Certificate		
5	Mandatory	Audited Financial Statements for FY 2022-23, 2023-24, and 2024-25 (or CA-certified turnover certificate)		
6	Mandatory	Work Orders + Performance/Completion Certificates for qualifying projects (per Clause 3.9)		
7	Mandatory	MeitY-empaneled Cloud Service Provider partnership/empanelment certificate (AWS / Azure / GCP)		
8	Mandatory	STQC / Cert-IN Security Audit clearance certificates (minimum 2 in last 5 years)		
9	Mandatory	Self-declaration affidavit (not blacklisted, no conflict of interest, sole-entity participation)		
10	Mandatory	Signed and stamped Tender document (all pages)		
11	Mandatory	Power of Attorney / Authorization letter for signatory		
12	Recommended	Detailed System Architecture diagram		
13	Recommended	Product brochure / demo credentials for existing LMS solution		
14	Recommended	Client reference letters (beyond performance certificates)		
15	Recommended	ISO 27001 / ISO 9001 certification (if applicable)		

SECTION I: DECLARATIONS & UNDERTAKINGS

I/We, the undersigned, duly authorized to represent and act on behalf of [Company Name] ("the Bidder"), do hereby declare and undertake the following:

- 1. The information provided in this Technical Bid and all supporting documents is true, accurate, and complete to the best of our knowledge. We understand that any misrepresentation may result in disqualification or termination of contract.
- 2. We have read, understood, and accept all terms, conditions, and specifications mentioned in Tender Document No. NIOS/ACAD/LMS/RFP/2025/001/02/2026 and its annexures in their entirety.
- 3. We have not been blacklisted, debarred, or suspended by any Central/State Government, PSU, or Autonomous Body and are not subject to any ongoing criminal or civil proceedings that may affect this contract.
- 4. No officer or employee of NIOS or any of their close relatives has any financial or personal stake in our firm.
- 5. We are participating as a single entity and have not entered into any consortium, sub-contract arrangements, or informal agreements with other bidders for this tender.
- 6. We agree to maintain the validity of this bid for 180 days from the date of opening of the Financial Bid, as required under Clause 8 of the Tender.
- 7. We commit to completing the development and achieving Go-Live of the AI-Driven LMS within 180 days from the date of award of work (target Go-Live: 17 September 2026).
- 8. We accept the phased payment terms (20%–20%–20%–30%–10%) linked to milestones, and confirm that no advance payment is sought.
- 9. We undertake to provide Annual Maintenance Contract (AMC) services for 5 years post Go-Live as per the SLA parameters and penalty clauses described in the tender document.
- 10. All data generated, processed, or stored by the LMS system shall be hosted exclusively within India in compliance with the Digital Personal Data Protection Act 2023, IT Rules 2021, and applicable MeitY guidelines. No NIOS data shall be transferred or hosted outside India without prior written approval.
- 11. All AI components of the proposed LMS shall be transparent, explainable, and free from algorithmic bias, in compliance with applicable AI governance frameworks of the Government of India.
- 12. We understand and agree that all intellectual property rights in data, deliverables, reports, and software developed under this contract shall vest exclusively with NIOS. We shall maintain strict confidentiality of all NIOS data and information.

Authorized Signatory

Signature: _____
Name: _____
Designation: _____
Date: _____

Company Seal & Stamp

Company Name: _____

[Affix Company Seal Here]

Place: _____

NATIONAL INSTITUTE OF OPEN SCHOOLING (NIOS)

A-24-25, Institutional Area, Sector-62, NOIDA-201309 (U.P.)
Tender Ref: NIOS/ACAD/LMS/RFP/2025/001

ANNEXURE - III
FINANCIAL BID

Development, Hosting, Operation and Maintenance of
AI-Driven Learning Management System (LMS) for NIOS
on a Turnkey Basis

Bidder's Name:	[Full Legal Name of Company]
GST Number:	[GSTIN]
PAN Number:	[PAN]
Authorized Signatory:	[Name and Designation]
Date of Submission:	[DD-MMM-2026]

⚠ IMPORTANT INSTRUCTIONS FOR FINANCIAL BID

- Quote prices in Indian Rupees (INR) EXCLUSIVE of GST. GST shall be quoted separately at the applicable rate.
- All amounts must be quoted both in figures and in words. In case of discrepancy, the amount in words shall prevail.
- This envelope (Financial Bid) must be kept SEALED separately from the Technical Bid and submitted inside the outer envelope.
- The Financial Bid of only those bidders who qualify the Technical Bid evaluation shall be opened.
- Prices once quoted cannot be revised during the validity period of the bid.
- Contract validity: Commencement date + 5 years AMC.
- No advance payment will be made. All payments are linked to completion of milestones as per Clause 7.2.

PART 1: ONE-TIME DEVELOPMENT & IMPLEMENTATION COST

Quote the total cost for development, customization, testing, deployment, and go-live of the AI-Driven LMS, broken down by the milestone-linked deliverables as per Scope of Work (Annexure-I).

S.No.	Deliverable / Activity	Unit	Qty	Unit Price (Rs.) excl. GST	Total Amount (Rs.) excl. GST
1.1	Requirements Gathering, SRS Finalization & Project Management	Lump Sum	1		
1.2	Core Functional Modules Development (SoW Ref. 3)	Lump Sum	1		
1.3	AI-Powered Capabilities Integration (SoW Ref. 4 — incl. NLP, Adaptive Learning, Chatbot, Analytics)	Lump Sum	1		
1.4	Teacher Empowerment Tools & Features (SoW Ref. 5)	Lump Sum	1		
1.5	Administrative, Institutional & Reporting Features (SoW Ref. 6)	Lump Sum	1		
1.6	Mobile Application Development (Android & iOS)	Lump Sum	1		
1.7	Cloud Infrastructure Setup & Configuration (MeitY-empaneled CSP)	Lump Sum	1		
1.8	Security Implementation, STQC / Cert-IN Audit & Compliance	Lump Sum	1		
1.9	System Integration (NIOS ERP / ISDMS / Payment Gateway / DigiLocker)	Lump Sum	1		
1.10	Testing (SIT, UAT, Performance Load Testing, Security Testing)	Lump Sum	1		
1.11	Data Migration, Content Upload & Legacy System Integration	Lump Sum	1		
1.12	Training of NIOS Staff (Admin, Teachers, IT Team)	Lump Sum	1		
1.13	User Manuals, Technical Documentation & Source Code Handover	Lump Sum	1		

1.14	Go-Live Support (30 days post deployment)	Lump Sum	1		
Sub-Total Part 1 (A) —excluding GST		[Rs. _____]			

Amount in Words (Part 1 Total Excl. GST): Rs.

PART 2: ANNUAL CLOUD HOSTING & INFRASTRUCTURE COST (YEAR-WISE)

Quote the annual cost of cloud hosting, infrastructure management, bandwidth, storage, and related services for the LMS platform for each year of the 5-year AMC period. Include cloud provider charges, data center costs, CDN, backup, and DR infrastructure.

Note: Hosting cost must be quoted for MeitY-empaneled Cloud Service Provider infrastructure only. All data centers must be located within India.

AMC Year	Period	Cloud Infra Cost (Rs.) excl. GST	Storage / Bandwidth (Rs.) excl. GST	DR / Backup (Rs.) excl. GST	Total Hosting (Rs.) excl. GST
Year 1	(Post Go-Live, 17 Sep 2026 – 16 Sep 2027)				
Year 2	(17 Sep 2027 – 16 Sep 2028)				
Year 3	(17 Sep 2028 – 16 Sep 2029)				
Year 4	(17 Sep 2029 – 16 Sep 2030)				
Year 5	(17 Sep 2030 – 16 Sep 2031)				
5-Year Total Hosting Cost excl. GST (B)	[Rs. _____]				

5-Year Hosting Cost Amount in Words (excl. GST): Rs.

PART 3: ANNUAL MAINTENANCE CONTRACT (AMC) COST (YEAR-WISE, 5 YEARS)

Quote the Annual Maintenance Contract cost (exclusive of hosting) for each year of the 5-year AMC period. AMC must include: bug fixes, security patches, functional enhancements, performance tuning, helpdesk support, SLA-based operations, compliance updates, and training refreshers as required.

Note: AMC charges are quoted per year. NIOS shall have the right to deduct SLA-based penalties directly from AMC payments. Year-wise pricing must be clear and fixed at the time of submission.

S.No.	AMC Service Component	Yr 1 (Rs.) excl. GST	Yr 2 (Rs.) excl. GST	Yr 3 (Rs.) excl. GST	Yr 4 (Rs.) excl. GST	Yr 5 (Rs.) excl. GST
3.1	24x7 Helpdesk & Incident Management (L1/L2/L3 support, SLA-linked)					
3.2	Bug Fixes, Patches & Security Updates (including OS, middleware, application)					
3.3	Functional Enhancements & Feature Updates (minor changes within approved scope)					
3.4	Performance Monitoring, Tuning & Optimization					
3.5	Compliance & Regulatory Updates (DPDPA, MeitY guidelines, Govt. directives)					
3.6	Training Refreshers for NIOS Staff (per year)					
3.7	Monthly SLA Reports, Audit Support & Documentation Updates					
Annual AMC Sub-Total (each year, excl. GST):		<i>Yr1 Total</i>	<i>Yr2 Total</i>	<i>Yr3 Total</i>	<i>Yr4 Total</i>	<i>Yr5 Total</i>

5-Year AMC Total (excl. GST): Rs. _____ |

5-Year AMC Total (Excl. GST) in Words: Rs. _____

PART 4: SUMMARY OF TOTAL BID VALUE

This section provides the consolidated total bid value used for L-1 comparison. NIOS shall evaluate bids based on the Total Project Cost (development + 5-year hosting + 5-year AMC).

#	Cost Component	Amount (Rs.) excl. GST
A	One-Time Development & Implementation Cost (Part 1)	
B	5-Year Cloud Hosting & Infrastructure Cost (Part 2)	
C	5-Year Annual Maintenance Contract Cost (Part 3)	
TOTAL	TOTAL BID VALUE (A + B + C)	Rs. _____

★ **TOTAL BID VALUE (Excl. GST) in FIGURES:**

Rs. _____

★ **TOTAL BID VALUE (Excl. GST) in WORDS:**

Rupees

_____ **only**

PART 5: UNIT RATES FOR ADDITIONAL / CHANGE REQUEST WORK

For any additional development work, enhancements, or change requests beyond the defined scope, NIOS may invoke these rates. These rates shall remain valid throughout the contract period.

#	Item	Unit	Unit Rate (Rs.) excl. GST
1	Functional Module Development (standard)	Per Module	
2	AI/ML Feature Development (new algorithm / model)	Per Feature	
3	UI/UX Design (new page / screen)	Per Screen	
4	API Integration (third-party system)	Per Integration	
5	Additional Training Session (full day, on-site)	Per Day	
6	Report / Dashboard Customization	Per Report	
7	Mobile App Feature Addition	Per Feature	
8	Additional Cloud Storage (per TB per month)	Per TB/Month	
9	Additional User Licenses (if applicable)	Per User/Year	
10	On-site Manpower (Tech Consultant, business hours)	Per Person-Day	

Note: Unit rates quoted above shall be used solely for additional / change request work and will not be used for evaluation of the main bid value.

PART 6: MILESTONE-LINKED PAYMENT SCHEDULE CONFIRMATION

Confirm acceptance of the phased payment schedule as defined in Clause 7.2 of the Tender Document. Payment will be released upon milestone completion verified and formally approved by NIOS.

#	Payment Phase	Condition for Release	% of Dev. Cost	Amount (Rs.) Excl. GST
1	Phase 1 Milestone	Ref. Point 3 of SoW — Core Functional Modules completed (with formal approval)	20%	[To be auto-filled from Part 1 total]
2	Phase 2 Milestone	Ref. Point 4 of SoW — AI-Powered Capabilities completed (with formal approval)	20%	[To be auto-filled from Part 1 total]
3	Phase 3 Milestone	Ref. Points 5 & 6 of SoW — Teacher Empowerment, Admin & Institutional Features completed	20%	[To be auto-filled from Part 1 total]
4	Go-Live	Platform deployed, tested, and fully operational in live environment	30%	[To be auto-filled from Part 1 total]
5	Final Acceptance	After completion of all work per SoW (with formal approval)	10%	[To be auto-filled from Part 1 total]
TOTAL DEVELOPMENT COST (= Part 1 Total):		Rs. _____		

I / We confirm acceptance of the above milestone-based payment schedule.

☐ Yes — I accept all payment terms as stated.

DECLARATION BY BIDDER

We, [Company Name], having carefully read and understood the Tender Document No. NIOS/ACAD/LMS/RFP/2025/001/02/2026 and all its annexures, hereby submit our Financial Bid and declare as follows:

- 1. All prices quoted in this Financial Bid are valid and firm for a period of 180 days from the date of opening of the Financial Bid and shall not be subject to any variation, escalation, or price revision during this validity period.
- 2. The prices quoted are exclusive of GST unless otherwise stated. All statutory taxes, duties, and levies other than GST are included in the quoted price.
- 3. We confirm that no advance payment is sought and all payments shall be subject to satisfactory completion of respective milestones as per Clause 7.2 of the Tender Document.
- 4. We accept that NIOS reserves the right to deduct SLA-based penalties directly from AMC payments in case of breach of the service levels defined in the Tender Document.
- 5. We have not quoted any costs that would require NIOS to pay for data hosting or processing outside Indian territory. All cloud infrastructure costs quoted are for MeitY-empaneled providers with Indian data centers.
- 6. We understand that the L-1 bidder shall be determined based on the Total Bid Value (Part 4 — incl. GST), and we are prepared to negotiate and finalize the contract within the quoted price.
- 7. We confirm that this Financial Bid envelope has been submitted sealed, separately from the Technical Bid envelope, as required.

Authorized Signatory

Signature: _____
 Name: _____
 Designation: _____
 Date: _____

Company Seal & Stamp

Company Name: _____
[Affix Company Seal Here]
 Place: _____

Annexure - IV			
Administration			
Q. No.	Clause / Section	Query / Clarification Sought	Response
1	3.9 (Pg. 5)	Request relaxation for MSME bidders in terms of project value criteria and acceptance of past LMS experience from private/foreign organizations for eligibility.	as per govt india norms
2	3.9 (Pg. 5)	For projects where formal completion certificates were not issued, request acceptance of email confirmations from authorized coordinators and CA certificates as alternate proof of project completion.	project completion certificate is mandatory
3	3.9 (Pg. 5)	Request relaxation in prescribed past experience project values and permission to submit qualifying projects executed in the last 7 years to enable wider participation.	as per tender document
4	Proofreading Ownership	Who owns proofreading and linguistic validation across all languages for multilingual converted audio/video content — NIOS or the bidder?	Bidder
5	3.2	Is it mandatory for the bidder to have an existing office in Delhi/NCR at bid submission? Would setting up an office after award but before project commencement be acceptable? Would dedicated remote support satisfy this clause?	All over India
6	3.9	Whether ongoing projects supported by valid work orders and satisfactory performance certificates are eligible. Whether SaaS projects will be accepted. Whether cumulative contract value counts. Whether consortium/JV experience and private sector experience will be considered.	project completion certificate is mandatory
7	Evaluation Framework	Request confirmation whether a Quality-cum-Cost Based Selection (QCBS) approach may be considered instead of a purely L1-based selection given the scale and complexity.	L1-based

Administration			
Q. No.	Clause / Section	Query / Clarification Sought	Response
8	Bid Submission	Clarify whether bid submission will be physical hardcopy at NIOS HQ only, or whether online submission via GeM portal is also possible. No GeM ID or Tender ID is mentioned in the RFP.	Physical Hard Copy
9	3.10 – Turnover	Request to increase minimum average annual turnover threshold from Rs. 1.5 crore to at least Rs. 5 crore to ensure quality bidders with capacity to deliver.	as per tender document
10	Mobile App Accounts	For iOS and Android app management: who will bear ownership and maintenance of platform accounts?	ownership - NIOS, maintenance - bidder
11	Bid Submission Method	Is bid submission physical or by email? Please clarify.	Physical Hard Copy
12	Query Submission	Can RFP-related queries be submitted via email or is face-to-face connect required?	email
13	Geographic Eligibility	Are agencies/vendor-partners outside UP or NCR eligible? Are agencies with an associated company's workplace in NCR allowed to bid?	All over India
14	Go-Live Timeline	Confirm whether the 180 days are calendar days. Clarify the go-live date given that the bid process may complete around May 2026, leaving only ~5 months.	180 calendar days from the date of issuance of work order
15	3.9 – Similar Experience (Pg. 15)	Clarify whether experience in large-scale digital learning platforms, digital education ecosystems, and multilingual public digital platforms will be considered as 'similar nature' experience.	yes
16	3.6 – Subcontractors (Pg. 4)	Clarify whether specialized subcontractors (STQC audit support, AI language model tuning, managed SOC services, accessibility certification) may be engaged by the prime bidder under its sole responsibility.	bidder
17	QCBS vs L1	Request NIOS to consider Quality-and-Cost Based Selection (QCBS) or weighted techno-commercial evaluation instead of pure L1 selection.	L1-based

Administration			
Q. No.	Clause / Section	Query / Clarification Sought	Response
18	Technical Evaluation Criteria	Request NIOS to publish a detailed technical scoring matrix and prescribe a minimum technical qualifying score.	L1-based. NA for QCBS
19	Evaluation – Presentations/PoC	Clarify whether bidder presentations, solution demonstrations, architecture walkthroughs, reference checks, or proof-of-concept exercises may be part of technical evaluation.	NA
20	180-Day Timeline Feasibility	Clarify whether evaluation committee will separately assess delivery feasibility against the 180-day timeline, as scope elements are implementation-intensive and may require phased acceptance milestones.	Yes, 180 days from the date of issuance of work order
21	2.6 – Bid Submission (Pg. 6)	Request to accept bids sent via courier services. Provide pin code and contact number for the submission address. Provide official email for communication.	speed post allowed. PIN 201309. email is not allowed for submission of tender. The tender shall reach NIOS by the last date of bid submission. Any postal delay by any means, NIOS will not be held responsible
22	Integrity Pact (Pg. 12)	Provide the Integrity Pact document for submission with bid.	will be provided
23	Bid Submission Extension	Request at least 12 working days for bid submission from the date pre-bid query responses are published, given hardcopy submission requirements.	extended till 4th
24	1.6 – Conditional Tenderer	Request clarification on the definition and implications of a 'conditional tenderer' as mentioned in the tender document.	it is to be read as conditional tenders. Conditional tenders which propose any alterations in specified service or which contain any other condition of any sort shall be summarily rejected.

Administration			
Q. No.	Clause / Section	Query / Clarification Sought	Response
	3.9 – Subcontractor Experience	Would projects executed in the e-governance domain where the bidder acted as a subcontractor be eligible? Will large-scale international education technology projects be considered as valid experience?	sub-contract not allowed. International projects completed by Indian firm allowed
25		Is there any flexibility in the proposed 180-day timeline to ensure high-quality and comprehensive delivery given the scale and complexity?	no
26	Timeline Flexibility	Confirm that requirement analysis workshops and discussions will be conducted centrally at NIOS headquarters in Noida.	yes. At NIOS HQ only after the issue of work order
27	Requirement Workshops	Request extension of at least 2 weeks for proposal submission to allow bidders to incorporate pre-bid responses, corrigenda, and addenda.	4th may
28	Bid Submission Extension	Request inclusion of Proprietorship firms in the eligibility criteria (currently limited to company/partnership/LLP) to increase participation.	As per the tender document
29	3.1 – Eligibility Entity (Pg. 4)	Request that experience in AI-enabled LMS/education content with LMS/e-Governance IT Projects be included, not just pure AI-enabled LMS projects.	May refer tender document
30	3.9 – Experience Scope (Pg. 5)	Define objective criteria for High/Medium/Low severity classification including affected-user thresholds, functionality-impact criteria, workaround availability, and dispute-resolution mechanism. Recommend alignment with ITIL v4 framework.	details will be the part of the contract
31	Cl.14 – Severity Classification	Request phased go-live with MVP at day 180 and full-scope by day 270-360, or revision of timeline to 240-270 days. Confirm that UAT duration is allocated separately beyond development days.	as per the tender doc
32	Cl.3.14 – 180-Day Timeline		

Administration			
Q. No.	Clause / Section	Query / Clarification Sought	Response
		Specify expected UAT duration per phase, objective acceptance criteria for each milestone, number of UAT cycles permitted, NIOS UAT team size/availability commitment, and dispute-resolution mechanism for contested milestone acceptance.	as per the tender doc and the milestones given in the payment terms. Will be part of the contract
33	Cl.7.2 – UAT Governance	Clause 3.10 states average annual turnover of Rs. 1.50 Crore, but Section C-1 of Annexure-II states Rs. 50 Lakhs. Direct contradiction — confirm the binding eligibility threshold.	
34	Cl.3.10 vs Sec.C-1 – Turnover Contradiction	Most government LMS deployments pre-2023 were not explicitly AI-enabled. Will projects involving AI components (chatbots, adaptive assessments) integrated into broader e-Governance systems qualify? Provide a clear definitional boundary.	1.5 cr average annual turnover
35	Cl.3.9 – AI-Enabled Experience Definition	RFP prohibits consortium but is silent on sub-contracting. (a) Is sub-contracting of specific components (cloud infra, STQC audit agency) permissible? (b) What disclosures are required in the technical bid?	as per the tender doc and corrigendum issued
36	Cl.3.6 – Sub-contracting	Workplace restriction to Delhi/NCR will disqualify many capable national firms. Is this the registered office or place of key delivery operations? Will companies with a branch/project office in NCR qualify?	cloud infra and STQC audit agency are already mentioned in tender doc.
37	Cl.3.2 – Geographic Restriction	Penalty table prescribes Phase 1 penalty at 'T+15 days'. What is 'T' — Work Order date or kick-off date? Is 15 days a realistic timeline? Is T+15 the start or completion deadline for Core Modules?	All over India
38	Cl.7.2 – T+15 Milestone Meaning	Pre-Bid Meeting date not specified in RFP. Publish the Pre-Bid Meeting date immediately given the submission deadline of 23 April 2026. Will queries submitted post-meeting but before corrigendum deadline be addressed?	T is Work order date
39	Cl.17.1 – Pre-Bid Meeting Date		

Administration			
Q. No.	Clause / Section	Query / Clarification Sought	Response
40	Cl.2.6 – Physical Submission Only	RFP mandates physical submission while citing GFR Rule 144 and GeM portal. Will e-procurement/GeM portal submission be made available consistent with GFR 2017 provisions? Will a receipt acknowledgement be issued for physical submissions?	Its on CPPP and NIOS
41	Cl.3.14 – 180-Day Timeline Feasibility	Has NIOS conducted a technical feasibility review for the 180-day timeline covering 484-language pair AI, blockchain, AR/VR, mobile apps, 6+ national platform integrations, and STQC audit? Will phased Go-Live be acceptable?	as per tender document
42	Cl.1.9/3.14 – Work Order vs Agreement Date	Does the 180-day development clock start from Work Order issuance or agreement signing? What is the expected gap between L-1 declaration and Work Order issuance?	work order issuance
43	Cl.7.5 – Penalty Appeal Process	Is the Secretary, NIOS's decision on penalty disputes final or further appealable? Is this appeal process in addition to, or in lieu of, the arbitration mechanism under Clause 17.3?	as per NIOS policy invogue

Responses to Legal queries				Annexure - V
Q. No.	Clause / Section	Query / Clarification Sought	Response	
1	Source Code & IP	Clarify whether source-code access means audit access, escrow access, or full ownership transfer of all custom developments.	As per Cl. 9 & Cl. 18.4, full ownership of all custom-developed source code, output data, and reports shall vest with NIOS. Pre-existing bidder frameworks/libraries and third-party/open-source components shall remain with the bidder. Escrow is not acceptable for custom code	
2	Aadhaar Workflows	Clarify the exact intended use of Aadhaar-based verification and whether NIOS will provide policy, legal, and workflow support for the process.	Aadhaar-based verification is optional and limited to e-KYC where mandated by law. NIOS will provide policy direction and authorization. Bidder shall ensure full compliance with Aadhaar Act 2016, IT Act 2000, and DPDP Act 2023 and propose a compliant workflow	
3	3.1	Whether VAPT/security audit by a CERT-In empanelled agency with satisfactory compliance report is sufficient to meet the security audit requirement.	Yes. VAPT + Application Security Audit by CERT-In empanelled auditor with "Safe to Host" certificate is mandatory before Go-Live as per Cl. 3.10 and MeitY guidelines	
4	Feature Compliance Matrix	Is DPDP Act 2023 compliance mandatory at bid stage. DPA execution, consent framework, and breach notification mechanism must be operational before Go-Live as per Cl. 16.2 & 16.3	DPDP Act 2023 compliance is mandatory at Go-Live. Bidder must submit compliance readiness at bid stage. DPA execution, consent framework, and breach notification mechanism must be operational before Go-Live as per Cl. 16.2 & 16.3	
5	IP Ownership	Will full source code ownership transfer to NIOS?	Yes. As per Cl. 9, all custom developments done specifically for NIOS shall be transferred to NIOS. Bidder retains rights to pre-existing IP, generic modules, and COTS products	

Responses to Legal queries			
Q. No.	Clause / Section	Query / Clarification Sought	Response
		Confirm specific DPDPA 2023 obligations: Data Processing Agreement execution, consent management for minors, Right to Erasure, and mandatory data breach notification timelines.	Confirmed. 1. DPA will be executed with the successful bidder. 2. Verifiable parental consent is mandatory for learners below 18 years. 3. Right to Erasure functionality must be implemented. 4. Breach notification shall be within timelines prescribed under DPDP Act 2023 and CERT-In directions i.e. within 6 hours of knowledge. NIOS is the Data Fiduciary, Bidder is the Data Processor
6	18.4 – DPDPA 2023 (Pg. 10)	For an Indian government institution mandating data localization within India, clarify whether GDPR compliance is a strict legal requirement or a best-practice reference.	
7	SoW 8 – GDPR vs Indian Law	GDPR is applicable only for European users. Clarify if this platform is intended for any foreign users.	GDPR is a best practice reference only and not legally applicable to NIOS. DPDP Act 2023 and IT Rules 2021 are mandatory. Data Localization within India is compulsory under Cl. 16.3.
8	GDPR Scope	NIOS desires source code access — who will own the intellectual property of the LMS? IPR should remain with the bidder. Please clarify.	No. The platform is intended for Indian learners only. Future extension to foreign learners, if any, will be governed by a separate legal framework
9	Source Code & IPR	Specify the exact list of certifications, empanelled auditors, audit stages, and go-live dependencies for mandatory GoL security audits.	As per Cl. 9, all custom-developed code shall be NIOS IP. Bidder retains IPR of pre-existing products, frameworks, and libraries. Bidder shall grant NIOS a perpetual, irrevocable, royalty-free license for all pre-existing components used in the solution
10	3.10 – Security Audit List (Pg. 5)	Clarify whether selected bidder must obtain fresh STQC certification for the final solution, support security hardening and VAPT only, or both, and at which milestone.	Required: 1. STQC Certification or CERT-In empanelled audit. 2. VAPT + Application Security Audit. 3. Safe-to-Host Certificate. Stages: Pre-UAT and Pre-Go-Live. Go-Live is conditional upon satisfactory audit closure
11	3.10 – STQC Certification		Both are required. 1. Security hardening + VAPT by CERT-In empanelled agency. 2. Fresh STQC certification for the final solution. Cost to be borne by bidder. Milestone: Before Go-Live, as per Payment Milestone 4

Responses to Legal queries			
Q. No.	Clause / Section	Query / Clarification Sought	Response
12	SoW 3.2/3.3 – Biometric & Proctoring	Define whether biometric authentication and AI-based proctoring must be operational at go-live or may be implemented in a later phase, subject to legal and privacy review under DPDPA 2023.	Phase-1 Go-Live requirement. Biometric authentication and AI-based proctoring are core features under SoW 3.2 & 3.3 and must be operational by 17.09.2026. Activation is subject to DPDPA Act 2023 compliance and DPIA clearance by NIOS
13	3.1 – Security Audit Wording (Pg. 5)	Suggest changing audit compliance wording from 'experience in handling and passing' to 'should get supplied solution audited from Gol security audit agencies' and request deletion of the mandatory past audit proof clause.	Not accepted. Past audit experience is a mandatory eligibility criterion to ensure bidder capability. The clause remains unchanged. Bidder must submit proof of at least one Gol project successfully cleared by CERT-In/STQC audit
14	DPDPA – Parental Access (Pg. 12)	Clarify scope of parental access: (a) parental consent capture mechanism for minors, (b) whether parents are provisioned with separate accounts.	(a) Verifiable parental consent shall be via OTP/email/DigiLocker as per DPDPA Rules. (b) Yes, parents/guardians of learners below 18 years shall be provided separate “Guardian” accounts with role-based limited access. Bidder to include architecture in technical bid
15	Emotion Analytics & Privacy (Pg. 18)	Confirm permissible data sources for emotion and engagement analytics considering privacy constraints.	Permitted: Webcam-based facial expression analysis for engagement with explicit opt-in consent only. Not permitted: Covert emotion tracking. For minors, explicit parental consent and data minimisation are mandatory. DPIA by NIOS is required prior to activation

Responses to Legal queries			
Q. No.	Clause / Section	Query / Clarification Sought	Response
16	SoW 2 – Voice Cloning Consent & Scale	Publish expected opt-in percentage for voice cloning, average voice sample duration per teacher, expected annual synthesis volume, consent framework under DPDP Act 2023, and whether voice cloning is a default platform feature or an opt-in capability.	Current estimate: Opt-in 20-30%, sample 2-3 min per teacher, volume ~10,000 hours/year. Framework: Explicit opt-in only, not default. Consent must be DPDP Act 2023 compliant in 22 scheduled languages. Go-Live: Phase-2, not Day-1
		Clarify DPDP Act 2023 compliance for voice cloning as biometric data: Data Fiduciary/Processor role, consent-collection workflow, consent in 22 languages, withdrawal architecture, and provisions for teachers below 18 years.	Voice data is classified as biometric data. NIOS is the Data Fiduciary, Bidder is the Data Processor. Consent must be explicit, purpose-limited, and in 22 scheduled languages. Withdrawal mechanism with one-click and deletion within 30 days is mandatory. Voice cloning is not permitted for persons below 18 years. Applicable only for adult teachers under contract
17	SoW 2 + Cl.16.3 – Voice Cloning DPDP Compliance	Specify maximum concurrent proctored candidates at peak, retention period for proctoring session recordings, retention period for behavioral analytics data, whether human review is by bidder or NIOS, escalation workflow, and reviewer-to-candidate ratio.	Peak concurrency: 50,000. Retention: Proctoring videos 90 days, flagged incidents 1 year, behavioural logs 180 days. Review: First-level AI flagging by system, human escalation and final review by NIOS. Bidder shall provide reviewer dashboard. Indicative reviewer ratio 1:500
		Confirm: NIOS's role as Data Fiduciary vs bidder as Data Processor, whether a Data Processing Agreement will be executed, whether NIOS anticipates SDF designation, and liability apportionment for data-protection incidents.	Confirmed. NIOS is the Data Fiduciary. Bidder is the Data Processor. DPA will be executed. NIOS is not currently designated as a Significant Data Fiduciary. Liability: Bidder is fully liable for breaches attributable to the processor. NIOS retains fiduciary obligations.
18	SoW 3.3 – AI Proctoring Data Retention		
19	Cl.16.3 – DPDP Data Fiduciary Role		

Responses to Legal queries			
Q. No.	Clause / Section	Query / Clarification Sought	Response
20	DPDPA – Minor Learners	Specify verifiable parental consent workflow, restrictions on behavioural analytics for minors, age-verification mechanism at registration, data minimisation expectations, and parental portal architecture.	Workflow: DigiLocker/Email OTP + Govt ID verification of parent. Analytics: No behavioural profiling for users below 18 years without explicit parental consent. Age-verification: Self-declaration with parental validation. Data minimisation principles shall apply. A mandatory Parent Dashboard shall be provided.
21	Cl.9 – Intellectual Property Carve-out	Confirm that Clause 9 applies to NIOS data and derived analytics (NIOS IP) and custom-developed source code (NIOS IP), but does NOT apply to pre-existing foundation AI models, bidder's pre-existing libraries, and open-source components.	Confirmed. Cl. 9 applies only to NIOS data, derived analytics, and custom-developed code. Bidder's pre-existing AI models, proprietary libraries, COTS, and open-source components remain bidder IP. NIOS shall receive a perpetual license to use such components within the LMS.
22	Deliverables – Source Code Scope	Clarify scope of 'full source-code access': whether custom-developed code only or also third-party libraries; whether software-escrow is acceptable for sensitive proprietary AI models; handover cadence; documentation requirements.	Scope: Only custom-developed code. Third-party/open-source components are excluded, but complete license details must be provided. Escrow: Not acceptable for custom code. Handover: At each payment milestone and final delivery. Documentation: Design, API, build, and deployment guides are mandatory deliverables.
23	SoW 3.1 – Voice Cloning Data Governance	Voice cloning involves biometric voice data. What are NIOS's data governance and consent framework requirements? Is voice cloning a Day-1 Go-Live requirement or Phase-2 feature?	Governance: Must comply with DPDP Act 2023 with explicit consent, purpose limitation, and storage only in India. Phase: Phase-2 post Go-Live, subject to successful DPIA and written approval from NIOS. Not a Day-1 requirement.
24	SoW 4.3 – Emotion AI Consent	What regulatory/consent framework governs collection of learner emotional/behavioral data, particularly for minors? Will NIOS provide a data protection impact assessment framework?	Framework: DPDP Act 2023 and IT Rules 2021. Explicit opt-in consent for all learners; verifiable parental consent for minors. DPIA: NIOS will conduct the DPIA with technical inputs from the bidder. No processing of emotional/behavioral data is permitted prior to DPIA clearance.

Responses to Legal queries			
Q. No.	Clause / Section	Query / Clarification Sought	Response
		Does the bidder retain rights to use generic frameworks, libraries, or pre-built modules incorporated in the solution? Is there an escrow arrangement contemplated for source code?	Yes, bidder retains rights to generic frameworks and pre-built libraries. Escrow: Applicable only for COTS products if required by NIOS. Custom code ownership must be transferred to NIOS; escrow is not permitted for custom code
25	Cl.9/11 – Source Code & IP	Under DPDPA 2023, processing of children's data requires verifiable parental consent. What mechanism does NIOS prescribe for consent management at scale? Will NIOS provide a DPO contact?	Mechanism: Scalable verifiable parental consent workflow using DigiLocker API / Email-OTP + Parent KYC to be developed by bidder. DPO: NIOS will notify details of its Data Protection Officer post-award. Bidder must appoint a dedicated nodal officer for privacy compliance
26	Cl.16.3 – Minor Data DPDPA		

Annexure - VI			
Financial			
Q. No.	Clause / Section	Query / Clarification Sought	Response
1	Support SLAs	Clarify whether 24x7 AI plus human support with aggressive SLAs is mandatory from go-live, or whether a phased SLA ramp-up model is acceptable during stabilisation.	from go live
2	Payment Gateway Scope	Clarify whether integrated payments are truly in scope for this LMS and if yes, for which exact use cases (admissions, exam fees, certificates, paid courses).	all modules
3	SLA Penalties	Confirm whether any grace period will be provided during the initial rollout/stabilization phase before SLA-based penalties are enforced.	No. Strictly as per tender document
4	Penalty Structure	Request confirmation whether the overall penalty (10% of Total Contract Value) can be considered as a cumulative cap across all penalty categories.	as per tender document
5	SoW 6 – Payment Gateway	Confirm that NIOS will provide its own payment gateway credentials. Clarify whether PayPal integration is mandatory or may be replaced by an RBI-compliant domestic wallet. Confirm payment gateway scope (registration, exam fees).	as per NIOS policy
6	SoW 8 – Security Audits	Clarify scope and frequency of quarterly security audits. Confirm whether these audits are to be conducted by a 3rd party at the vendor's cost.	as per tender document. Vendor
7	PCI-DSS Compliance	Who will bear the cost of PCI-DSS compliance?	Bidder
8	3rd Party Tool Licenses	Will licence costs of third-party tools (Zoom/Google Meet/MS Teams) be borne by NIOS or the bidder? If by bidder, where to include in BOQ?	bidder
9	Mobile App Commission	Hosting courses on iOS/Android may attract commission charges on sale transactions. Who will bear the cost — NIOS or the Bidder?	bidder

Financial		
Q. No.	Clause / Section	Response
	Query / Clarification Sought	
10	LMS Total Cost Definition	How is total LMS cost defined since Annexure III defines only one-time deployment cost with multiple components? Not to be specified
11	EMD Exemption	Is the EMD of Rs. 10 lakhs applicable to all organizations? Is there an exemption for MSMEs/SMEs? as per govt of india norms
12	VAPT Audit Costs	Confirm that VAPT audit and testing charges will be included in the LMS platform cost from the bidder's side, and that the cost of external audit conducted by NIOS will be borne by NIOS. bidder will bear
13	Proctoring Cost	Any specific preference for online proctoring integration? Confirm whether provisioning cost will be borne by NIOS. bidder. No specific preference of proctoring tool but it should be as per standards of proctoring
14	AI Usage Charges	With AI integration, clarify whether AI usage charges and API calls will be paid by NIOS or provisioned/reimbursed by NIOS on actual basis. bidder
15	1.10 – EMD Refund (Pg. 3)	Confirm exact timeline for EMD refund to unsuccessful bidders — whether after technical disqualification or only after entire selection process including work order issuance. as per provisions of GFR 2017(revised)
16	Financial Bid – Cloud Costs	Request NIOS to allow a Pay-as-you-Go model for cloud costs with a true-up mechanism based on actual usage, as cloud consumption cannot be accurately quantified at time of bidding. as per tender docu
17	L1 Evaluation Scope	Confirm whether L1 calculation includes the full value of development, hosting, operations, and 5-year AMC excluding GST. yes

Financial			
Q. No.	Clause / Section	Query / Clarification Sought	Response
18	Abnormally Low Bids	Clarify whether an estimated project cost benchmark range exists and whether bids substantially below benchmark will be examined for scope under-coverage with opportunity for bidder clarification.	NIOS reserves the right
19	Commercial Template – Standardization	Request NIOS to standardize the commercial template by publishing minimum base sizing assumptions so all bidders quote on a comparable and auditable baseline.	as per tender document
20	VAPT Audit Quantum (Pg. 36)	Can we consider 20 VAPT audits during the contract as lump sum cost? Mention the number of VAPT audits to be conducted, as this is a major cost component.	the vapt shall be as per the modules go live and qtrly
21	Reimbursement Model	Suggest going with a reimbursement/pay-at-actuals model for recurring costs (infra/cloud, AI services, 3rd party tools) to give NIOS flexibility to adjust AI services over the 5-year period.	as per the tender document and payment norms
22	AI Token Consumption	Confirm understanding that AI-related consumption (token usage) will be billed on actual usage basis.	as per the tender document and payment norms
23	AI Token Pricing Model	Suggest keeping token pricing on actuals or per consumption to solve the estimation problem for all bidders given the scale of the tender.	as per the tender document and payment norms
24	2.3 – EMD Form (Pg. 4)	Confirm whether EMD can be submitted in the form of Account Payee Cheques as mentioned in the clause.	yes
25	14.3 – Penalty Clauses (Pg. 8)	Current penalty clauses together exceed 30%. Request relaxation to keep within 10% of order value as guided by GFR and Manual of Procurement.	as per the tender document and payment norms

Financial			
Q. No.	Clause / Section	Query / Clarification Sought	Response
		Request revision of payment milestone percentages: Phase 1: 20%, Phase 2: 25%, Phase 3: 25%, Phase 4: 25%, Phase 5: 05% instead of current 20-20-20-30-10 structure.	as per tender doc
26	7.2 – Payment Terms (Pg. 6)		
	18.1 – Project Cost Disclosure	Request NIOS to declare the estimated cost of the project.	na
27	(Pg. 10)		
		Clarify whether authentication cost will be borne by the department or bidder, and if by bidder, the maximum number of users to be planned.	NIOS
28	Aadhaar Authentication Cost		
		(a) Whether NIOS will provide enterprise licenses for Zoom/Meet/Teams or bidder must procure. (b) Expected number of simultaneous live classes at peak.	
29	Live Class Licensing (Pg. 14)		bidder will bear
		Recommend restructuring Annexure-III to introduce unit-rate line items for AI components: per-hour language conversion, per-minute voice-cloning inference, per-1000-token LLM consumption, and per-candidate-hour AI proctoring, billed on actuals against pre-approved annual ceilings.	as per tender doc
30	Financial Bid – AI Unit Rates		
		Clarify whether SLA penalties apply to functional downtime caused by third-party platform outages (DIKSHA, SWAYAM, DigiLocker, UDISE+), bidder's obligations during sustained third-party unavailability, and NIOS's facilitation of coordination with third-party platform owners.	as per tender doc
31	Cl.14 – SLA & Third-party Outages		
		Confirm exclusion of downtime due to force majeure events, planned maintenance windows, and downtime attributable to NIOS (delayed approvals, content provision, integration access) from SLA calculations.	
32	Cl.16.1 – Force Majeure & SLA Exclusions		as per tender doc

Financial			
Q. No.	Clause / Section	Query / Clarification Sought	Response
33	Annexure-III – Financial Bid Restructuring	Recommend restructuring Financial Bid to accommodate: CAPEX (development, integration, testing, training), OPEX FIXED (cloud hosting baseline, 24x7 helpdesk), and OPEX VARIABLE (AI inference per 1000 tokens, language conversion per content-hour, HITL proofreading per hour, AI proctoring per candidate-hour).	as per tender doc
34	Annexure-III – Variable Cost Governance	If variable-rate components are introduced, specify annual ceiling-setting mechanism, monthly billing-reconciliation workflow, coverage-approval process for excess consumption, and NIOS audit rights over consumption metering.	as per tender doc
35	Annexure-III – Escalation Clause	Request annual escalation clause linked to WPI/CPI and foreign-exchange-rate-linked escalation for USD-denominated inputs, given 5-year fixed pricing in a volatile input-cost environment.	no
36	Cl.18.1 – Estimated Project Cost	Disclose the indicative project budget or cost range. Are bids flagged as 'abnormally low' evaluated against a specific benchmark or purely on percentage deviation from median?	na
37	Cl.18.5 – GST on Cloud Hosting	If MeitY-empaneled CSP raises invoices directly to NIOS or the bidder, what is the GST treatment? Will NIOS provide any GST benefit as a government entity for cloud services?	bidder. As per GST provision
38	Cl.1.11 – Performance Bank Guarantee	Can the PBG (3% of contract value inclusive of 5-year AMC) be replaced with an equivalent FDR/BG rolled annually? Will PBG amount reduce proportionally as AMC years are completed?	as per tender doc

Financial			
Q. No.	Clause / Section	Query / Clarification Sought	Response
39	Cl.3.10 – STQC Audit Cost & Frequency	Who engages and pays the STQC/Cert-IN empaneled audit agency — NIOS or the bidder? Is audit cost included in the financial bid or billed separately? What is the frequency of audits?	bidder

Technical Queries

Q. No.	Clause / Section		Response	Details
1	Multilingual Rollout	Confirm whether support for all 22 Indian languages and 484 language-pair conversions is mandatory from Day 1, or can be phased by priority languages and content types.	Yes, its mandatory from Day 1	Support for all 22 Indian languages is a core requirement of the LMS. However, entire package must be ready at Go-Live, bidders must demonstrate support for all sets of languages with full 22-language and 484 language-pair coverage by Go-Live. Bidders must clearly state their plan in the Technical Bid.
2	Voice Cloning	Is original-teacher voice cloning mandatory, or can high-quality multilingual voice output be accepted without preserving the exact teacher voice in Phase 1?	yes	Original Teacher voice cloning is mandatory for Go-Live. Bidders must confirm this roadmap capability in their Technical Bid.
3	Voice-based AI	Clarify expected usage volumes, session duration assumptions for voice-based AI tutor, and whether text-first deployment with optional voice escalation is acceptable in Phase 1.	Yes, it is required from Day 1	Voice-based AI tutor is a required capability. Full voice-based AI tutor functionality shall be delivered by Go-Live. Bidders should provide their assumptions for concurrent voice session volumes and average session durations in their Technical Bid based on ~1 crore target teacher users.
4	AI Proctoring & Biometrics	Clarify whether AI proctoring, biometric authentication, behaviour analysis, and human validation are required for all assessments or only for selected high-stakes examinations.	Yes, as per requirement	AI proctoring, biometric authentication, behaviour analysis, and human validation are required only for selected high-stakes examinations and formal assessments (such as Term-End Assessments and Tutor Marked Assignments). For routine practice assessments, quizzes, and formative evaluations, standard secure quiz settings (IP restriction, browser lockdown, attempt limits) are sufficient.
5	National Integrations	Confirm which integrations (DIKSHA, SWAYAM, ULLAS, ABC, DigiLocker, UDISE+) are mandatory for Day 1 and which can be delivered in later phases based on API readiness.	Mandatory from Day 1	The Integrations with DigiLocker, DIKSHA, SWAYAM, ULLAS, ABC, and UDISE+ are mandatory at Go-Live. Bidders must present a phased integration roadmap in their Technical Bid.

Technical Queries				
Q. No.	Clause / Section		Response	Details
6	AR/VR & Immersive Content	Are AR, VR, 3D, and immersive learning experiences mandatory core deliverables or optional content formats for selected subjects and later phases?	As per tender document	AR and VR simulations and immersive learning experiences are mandatory from go live. Bidders may propose AR/VR and immersive learning experiences as value-added capabilities. Standard multimedia (video, audio, interactive H5P, animations) is mandatory from Go-Live.
7	Blockchain Certificates	What is the specific business requirement for blockchain-based certificates, given QR verification, digital signing, and DigiLocker-based validation may already address authenticity needs?	Yes	The specific business requirement is tamper-proof, permanently verifiable credentials that remain valid even if the LMS or issuing institution's systems are unavailable in future. Bidders must confirm their proposed certification architecture and its verifiability mechanism.
8	Cross-platform Delivery	Confirm the minimum acceptable combination of web, Android, iOS, PWA, lite app, and multilingual mobile app for Phase 1 go-live.	As per tender document	The minimum mandatory combination for Go-Live is: (a) Responsive Web Application (Chrome, Firefox, Edge), (b) Native Android App (Play Store), (c) Native iOS App (App Store), and (d) Progressive Web App (PWA). The Lite/Low-bandwidth App for low-RAM devices is required within a month post Go-Live. The multilingual mobile interface is mandatory across all platforms.
9	Uptime SLA 99.95%	Is 99.95% uptime SLA applicable 24x7x365? How is uptime calculated (monthly/quarterly)? Will scheduled maintenance and force majeure events be excluded?	Yes	Yes, 99.5% uptime SLA is applicable 24x7x365?
10	Multilingual/Voice Cloning	Is real-time translation required or pre-processed? Is voice cloning mandatory or optional?	Yes	Real-time translation is required for user-generated content interactions (e.g., AI tutor chat, live session captions). Pre-processed/batch translation is acceptable for static course content and uploaded e-resources. Voice cloning is mandatory as a platform feature (see Q.2 and Q.29)

Technical Queries				
Q. No.	Clause / Section		Response	Details
11	Proctoring Requirements	Seek clarification whether AI-driven evaluation may suffice in place of formal proctoring for language learning use cases, where proctoring adds operational complexity without proportional value.	Yes, as per tender document	For language learning and formative assessment use cases within this LMS, AI-driven evaluation (Automatic Speech Recognition (ASR)-based speaking assessment, NLP-based writing evaluation) is sufficient. Formal AI proctoring is required only for high-stakes summative examinations as clarified in Q.4. Bidders are encouraged to propose a proportionate proctoring framework in their Technical Bid.
12	Assessment Data Storage	Confirm whether storing only the final attempt recording for a defined duration (e.g., 45 days) is acceptable instead of all audio/video recordings for all assessment attempts.	Yes	For proctored assessments, storing the final attempt recording (audio/video) for a minimum period of 90 days is acceptable, provided the recording captures the full assessment session with timestamps. For non-proctored assessments, storing only graded output data (scores, timestamps, responses) without full audio/video recordings is acceptable. Bidders must specify their proposed data retention policy in the Technical Bid.
13	SoW 2 – National Platforms	Confirm complete list of integrations mandated at Go-Live vs. permissible post-Go-Live; specify data flow direction, integration protocol, and API credentials for each platform.	Yes	The Integrations with DigiLocker, DIKSHA, SWAYAM, ULLAS, ABC, and UDISE+ are mandatory at Go-Live. Bidders must present a phased integration roadmap in their Technical Bid.

Technical Queries				
Q. No.	Clause / Section		Response	Details
14	SoW 3.2 – Aadhaar & SSO	Specify preferred SSO protocol (SAML 2.0, OAuth 2.0, OpenID Connect). Clarify scope of Aadhaar verification and whether NIOS holds a valid AUA/KUA licence with UIDAI.	Yes	NIOS supports Open Authorization (OAuth 2.0) / OpenID Connect as the preferred SSO protocol. Security Assertion Markup Language (SAML) 2.0 compatibility is also acceptable. Aadhaar-based verification will be used for identity verification during enrollment — NIOS holds the necessary institutional approvals. The bidder is not required to independently obtain AUA/KUA licensing. NIOS will provide Aadhaar eKYC gateway access to the selected bidder. Details will be shared at contract stage.
15	SoW 3.2 – Biometric Login	Clarify scope of biometric login across web portal and mobile app and whether NIOS will provide biometric hardware/SDK integration endpoints.		Biometric login (fingerprint/face) is required for the mobile application. For the web portal, Aadhaar OTP-based authentication and standard 2FA are sufficient at Go-Live. Biometric hardware integration for examination centers, if required, will be scoped separately. NIOS will provide SDK integration endpoints or specification documents for biometric authentication during the SRS phase.
16	SoW 3.3 – Blockchain	Clarify the blockchain platform/framework expected for certification.	NIOS does not mandate a specific blockchain platform, however bidders may provide any standard blockchain platform	
17	SoW 3.4 – Collaboration Tools	Confirm whether specific third-party collaboration tools (e.g., Jamboard — now discontinued) are mandatory or whether equivalent in-built tools may be proposed.		Specific third-party tools are not mandatory. Bidders may propose equivalent in-built collaboration tools (interactive whiteboards, brainstorming canvases, breakout room tools). Reference to Jamboard in the SoW is illustrative. The mandatory requirement is the availability of real-time collaborative brainstorming capability within virtual classrooms. Bidders should specify their proposed tools in the Technical Bid.

Technical Queries				
Q. No.	Clause / Section		Response	Details
18	SoW 6 – ABC Integration	Confirm whether NIOS has already onboarded with ABC and holds API credentials, or whether bidder must initiate ABC onboarding on behalf of NIOS.		NIOS will initiate the ABC onboarding process. The selected bidder will be responsible for completing technical integration with ABC using the API credentials that NIOS will provide. Bidders are not required to initiate institutional onboarding on behalf of NIOS.
19	SoW 8 – Mobile App	Confirm whether a native mobile app (Android and iOS) is sufficient or a Progressive Web App (PWA) is also mandatory.	Yes	Both a native mobile application (Android and iOS) AND a Progressive Web App (PWA) are mandatory deliverables. The native app handles offline access, push notifications, and mobile-optimized learning. The PWA supports browser-based access on devices where app installation is not feasible. Both are required for Phase 1 Go-Live.
20	Annexure II – NIOS ERP/SDMIS	Share the name, version, and technology stack of NIOS ERP/SDMIS. Confirm expected integration scope and preferred integration mechanism. Confirm sandbox access for development.		NIOS currently uses SDNIS (Student Data Management Information System) for student/enrollment data management. Technology stack details and API documentation will be shared with the selected bidder under NDA during the SRS phase. Sandbox access for integration development will be provided by NIOS. The integration scope includes learner enrollment data, course registration, attendance, and assessment records. Bidders should plan for RESTful API-based integration.

Technical Queries				
Q. No.	Clause / Section		Response	Details
21	Virtual Class Recording	Third-party apps do not support live and recording features natively within the LMS. How will compliance for recorded virtual classes be managed? Clarify storage and transfer of recorded lectures.		Virtual class recordings made via integrated third-party platforms (Zoom/Google Meet/MS Teams/YouTube Live) must be automatically archived to the LMS storage within 24 hours of session completion. The LMS must maintain a searchable recording repository with access controls. Storage costs for all recordings must be included in the bidder's cloud infrastructure cost (Part 2 of Financial Bid). The LMS must display recording links and manage access permissions natively.
22	NIOS ERP/SDMIS	Share details of the ERP/SDMIS being used and data fields that need to be integrated with the proposed LMS.		NIOS uses SDMIS for student data management. Key data fields for integration include: learner enrollment number, name, course/subject, enrollment data, study centre data, attendance, and assessment records. The complete data dictionary and field-level specifications will be shared with the selected bidder under NDA during the SRS phase.
23	Cloud DevOps Certification	If hosting on MeitY-empaneled CSP outside AWS/Azure/GCP, why is AWS/Azure/GCP certification required for Cloud & DevOps Engineer? Request to change to 'preferred'.		The Cloud & DevOps Engineer certification requirement is amended: AWS/Azure/GCP certification is preferred but not mandatory if the proposed deployment uses a MeitY-empaneled CSP (including NIC Cloud). Relevant certifications from the proposed cloud platform are acceptable. This clause is treated as a corrigendum to Annexure-II, Section F-2.

Technical Queries				
Q. No.	Clause / Section		Response	Details
24	Technology Preference	Does NIOS prefer open-source LMS platforms (Open edX, Moodle) with AI integration or licensed/COTS/proprietary platforms?		NIOS does not mandate a specific technology approach. Bidders may propose open-source platforms (Open edX, Moodle) with AI integration, or proprietary platforms, or fully custom-built solutions, provided all functional and technical requirements specified in Annexure-I are met. The proposed solution's source code (or escrow arrangement) must be made available to NIOS as per Clause 9 (Intellectual Property).
25	Multi-Tenant Architecture	Will this platform be multi-tenant — multiple institutes/schools each with their own micro-site and content while NIOS is the main anchoring agency?		The LMS will primarily serve NIOS learners and teachers under NIOS's ecosystem. Multi-tenancy for independent institutes with separate micro-sites is not a core requirement at this stage. However, the platform must support multiple Study Centres/AVIs under NIOS with role-based access, separate data views, and regional analytics. Bidders should design for logical multi-tenancy at the NIOS organizational level.
26	Development Environments	Does the vendor need to provision Development and other environments, or will NIOS provide all environments and licenses required for development/customization?		The bidder is responsible for provisioning all development, testing, staging, and production environments on the MeitY-empowered cloud infrastructure. NIOS will not provide development environments. Cloud infrastructure costs for all environments (Dev/Test/UAT/Production/DR) must be included in Part 2 of the Financial Bid.

Technical Queries				
Q. No.	Clause / Section		Response	Details
27	SoW 8 – SOC/SIEM	Confirm whether a Security Operations Center (SOC), SIEM integration, 24x7 threat monitoring, log-retention period, incident-reporting timeline, and cyber-forensics readiness are mandatory.		SOC and Security Information and Event Management (SIEM) integration are strongly recommended and mandatory at Go-Live. The LMS must support log export in standard formats (JSON) for integration with NIOS's or Gol's central SIEM if required. 24x7 security threat monitoring is mandatory (can be vendor-managed). Log retention for a minimum of 180 days is required. Incident reporting to NIOS must occur within the SLA response times defined in Clause 14. Cyber forensics readiness is required as part of the DR plan.
28	SoW – 22-Language Phasing	Confirm whether all 22 languages and 484 language-pair transformations are required at initial go-live or may be implemented in prioritized waves.	Yes, mandatory from Day 1	As clarified in Q.1: all language pairs are mandatory at Go-Live, with full 22-language/484-pair coverage by Go-Live.
29	SoW – Voice Cloning Quality	Specify expected quality benchmark for AI-based multilingual transformation including translation accuracy, human proofreading responsibility, and consent expectations for teacher voice replication.	As per tender document	Translation accuracy benchmark: minimum Bilingual Evaluation Understudy(BLEU) score of 0.45 or equivalent for content translation; professional proofreading by NIOS/domain experts before publishing AI-translated content is mandatory. Voice cloning quality benchmark: MOS (Mean Opinion Score) of ≥ 3.5 on a 5-point scale. Teacher consent for voice replication is mandatory and must be documented as part of the content onboarding workflow. Human proofreading responsibility rests with NIOS content teams, supported by in-platform proofreading tools provided by the bidder.

Technical Queries				
Q. No.	Clause / Section		Response	Details
30	SoW – National Platform Integration	Clarify whether integrations with DIKSHA, SWAYAM, ULLAS, ABC, DigiLocker, UDISE+ must be delivered through production APIs within initial delivery timeline, or sandbox integration with later production rollout is acceptable.	As per tender document	Production API integration for DigiLocker (certificate issuance) and NIOS payment gateway is mandatory at Go-Live. NIOS will coordinate with each national platform for API access. Production credentials will be provided by NIOS to the selected bidder prior to the UAT phase.
31	SoW 3.3 – Proctoring Phasing	Clarify whether online examination, AI proctoring, plagiarism detection, and blockchain-based certification are all mandatory within first operational release.	Yes	At Go-Live, AI proctoring (for high-stakes exams only), plagiarism detection, and basic digital certificate issuance (QR-verified) are mandatory. Blockchain-based certification is also required by Go-Live. Online examination and LSRW assessments are mandatory at Go-Live.
32	Uptime SLA Conflict	RFP cites 99.9% SLA in eligibility but defines penalties based on 99.95% monthly uptime. Confirm the single final contractually applicable uptime commitment.	The contractually binding uptime commitment is 99.5% monthly uptime, as specified in the penalty clause (Clause 14) of the Tender Document.	
33	Uptime Measurement	Define uptime measurement methodology, excluded downtime categories, force majeure treatment, and whether planned maintenance within approved windows will be excluded from penalties.	as per standard norms of MeiTY	
34	National Platform Connectivity (Pg. 13)	What are the network connectivity requirements to DIKSHA, DigiLocker, ABC, SWAYAM?		The Integrations with DigiLocker, DIKSHA, SWAYAM, ULLAS, ABC, and UDISE+ are mandatory at Go-Live. Bidders must present a phased integration roadmap in their Technical Bid.
35	Voice Cloning – Teacher Count (Pg. 13)	How many unique teacher voices need to be cloned? Is this for all teachers uploading content or a representative set? Is the requirement cross-lingual or same-language voice style preservation?	As per the requirement of the course	

Technical Queries				
Q. No.	Clause / Section		Response	Details
36	Language Translation (Pg. 13)	Is translation a one-time batch operation on existing content, or real-time on user-generated content? Are all 22 languages required on Day 1? Is a custom domain-specific translation model required?	Yes, from Day 1	
37	24x7 Support – Onsite Requirement (Pg. 16)	Confirm that online 24x7 support can be provided and there is no requirement for onsite support.		Online 24x7 support (remote helpdesk via phone, email, and ticketing system) is sufficient. There is no mandatory requirement for on-site support staff at NIOS premises during the AMC phase. The selected bidder must be able to deploy on-site expert/ personnel within 4 business hours upon written request from NIOS for critical issues. On-site visit charges (if any) must be quoted in Part 5, Item 10 of the Financial Bid.
38	Integration API Provision	Confirm that APIs for integration with external platforms (DIKSHA, SWAYAM, DigiLocker, etc.) will be provisioned by NIOS. Specify any additional internal or third-party systems to be integrated.		NIOS will facilitate and coordinate API credentials and approvals for all national platform integrations (DIKSHA, SWAYAM, DigiLocker, ABC, UDISE+, Aadhaar eKYC). Additional internal systems to be integrated: NIOS ISDMS (student/enrollment data), NIOS payment gateway, and study centre management system. Complete integration specifications will be provided to the selected bidder during the SRS phase.

Technical Queries				
Q. No.	Clause / Section		Response	Details
39	Content Language Accuracy	Content generated on the fly needs provisions to ensure language decency and accuracy. Request NIOS to share the learner journey and content journey to help bidders get clarity.	will be shared after the work order	NIOS will share the detailed learner journey and content journey document with the selected bidder during the SRS phase under NDA. For AI-generated content, the LMS must include a mandatory content moderation workflow: AI-generated content must pass through automated quality checks and human proofreading review by NIOS content teams before publication. The bidder must provide in-platform proofreading tools. NIOS's content standards and language decency guidelines will be provided at contract stage.
40	Offline AI Functionality	Offline version will have very limited/negligible AI functionalities. Clarify what basic AI functionality is required in offline mode.		Minimum required AI functionality in offline mode: (a) pre-downloaded personalized learning pathway continuation (based on last online sync), (b) offline quiz/assessment attempt with local scoring for MCQs and objective questions, (c) AI-generated flashcards and summaries that were pre-cached during last sync. Real-time AI tutor, live translation, and cloud-dependent analytics are not expected in offline mode. Offline data must sync automatically upon reconnection.
41	Voice Cloning Benchmarks (Pg. 13)	Clarify: (a) whether voice cloning is mandatory for all languages or selective, (b) acceptable quality benchmarks (WER/CER, human proofreading).	Voice cloning is mandatory for content delivery across all 22 languages human proofreading is mandatory before content publishing	(a) Voice cloning is mandatory for content delivery across all 22 languages (phased per Q.1/Q.2), not selective. (b) Quality benchmarks: MOS $\geq$ 3.5 for voice naturalness; WER (Word Error Rate) $\leq$ 15% for ASR in Hindi and top 6 Indian languages at Go-Live; human proofreading is mandatory before content publishing as described in Q.29.

Technical Queries				
Q. No.	Clause / Section		Response	Details
42	Aadhaar eKYC Gateway (Pg. 15)	Clarify whether NIOS will provide an Aadhaar eKYC gateway/provider or bidder must arrange it.		NIOS will provide Aadhaar eKYC gateway access to the selected bidder. The bidder is not required to independently procure or arrange an Aadhaar eKYC service provider. Details of the eKYC API endpoint and credentials will be shared by NIOS at the contract stage.
43	National Platform Integration (Pg. 16)	Nature of integration (SSO, content ingestion, data sharing) with DigiLocker/UDISE+/DIKSHA/SWAYAM. Will NIOS co-ordinate with each platform? What data volume should be considered?		Nature of integrations: DigiLocker — certificate push (issuance); UDISE+ — school/teacher data read; DIKSHA — content federation (read); SWAYAM — course metadata sync (read); ABC — credit transfer (read/write). NIOS will coordinate with all platforms. Data volumes: DigiLocker — ~3–5 lakh certificates/year; UDISE+ — ~95 lakh teacher records; DIKSHA/SWAYAM — content metadata only (not full content transfer). Bidders should plan for RESTful API integration with OAuth 2.0 authentication.
44	Mobile App – Device Versions (Pg. 20)	Confirm minimum Android API level / iOS version to support.		Minimum supported versions: Android API Level 26 (Android 8.0 Oreo) and above; iOS 14.0 and above. The Lite LMS app for low-RAM devices must support devices with minimum 2 GB RAM and Android API Level 23 (Android 6.0) and above.
45	SoW 3.1 – 484 Language Pairs Architecture	Clarify whether 484 language-pair translation coverage must use direct pair-wise neural models, a hub-and-spoke architecture via pivot language, or Bhashini/ULCA national infrastructure. Indicate minimum acceptable translation quality threshold (BLEU score).	As per tender document	In all the scheduled 22 Indian Languages

Technical Queries				
Q. No.	Clause / Section		Response	Details
46	SoW 3.3 – Speaking Assessment Framework	Specify evaluation framework for speaking assessment: target languages for ASR-based evaluation at go-live, accuracy benchmarks/pass-fail thresholds, regional accent accommodation, rubric ownership, human-proctor override mechanism, and appeals-handling workflow.	As per tender document and required from Day 1	Speaking assessment framework: target languages at Go-Live — Hindi and English mandatory; minimum 11 additional scheduled languages within 3 months. ASR accuracy benchmark: WER ≤ 15% for Hindi/English. Pass/fail thresholds and rubrics will be co-developed with NIOS during SRS phase. Regional accent accommodation is required — models must be trained on diverse Indian English and regional language accents. Human-proctor override is mandatory for high-stakes speaking assessments. Appeals workflow will be defined in the SRS phase.
47	SoW 3.3 – Writing Assessment Scope	Specify NLP evaluation scope for writing assessment: supported languages, evaluation dimensions, scoring scale, average expected response length, whether long-form/subjective responses are supported, and plagiarism-detection thresholds.	As per tender document and required from go live	
48	SoW 2 – National Platform API Specs	Provide or indicate authoritative source of API specifications for DIKSHA, SWAYAM, ULLAS, ABC, DigiLocker, UDISE+, including authentication mechanisms, rate limits, and sandbox access for bidder development and UAT.		API specifications for public national platforms are available at: DIKSHA — diksha.gov.in/developer-docs ; SWAYAM — swayam.gov.in/nd2/public/apis ; DigiLocker — digilocker.gov.in/developers ; ABC — abc.gov.in/developers ; ULLAS — ullas.gov.in . UDISE+ API access requires formal MoU — NIOS will facilitate. Sandbox environments for DIKSHA and DigiLocker are publicly accessible. For other platforms, NIOS will facilitate sandbox access for the selected bidder post contract award.

Technical Queries				
Q. No.	Clause / Section		Response	Details
49	SoW 3.3 – Blockchain Architecture	Clarify expected blockchain architecture: public vs permissioned vs Gov-sponsored chain, anticipated certificate issuance volume, credential verification workflow, fallback mechanism, and interoperability with Academic Bank of Credits.		Preferred blockchain architecture: permissioned blockchain — either NIC's National Blockchain Framework or Hyperledger Fabric. Public chains are not preferred. Anticipated certificate volume: ~3–5 lakh per year, scaling with learner growth. Verification workflow: QR code on certificate → public verification portal → on-chain lookup. Fallback: DigiLocker-based verification if blockchain node is unavailable. Interoperability with ABC is required — certificates must carry ABC-compatible credit metadata. Node infrastructure cost must be included in the bidder's Financial Bid.
50	SoW 8 – Accessibility Conformance	Confirm expected accessibility levels: GIGW 3.0 adherence level, WCAG 2.1 conformance level (A, AA, AAA), whether STQC accessibility certification is pre-go-live requirement, and frequency of accessibility re-audits.		Mandatory accessibility conformance: Web Content Accessibility Guidelines (WCAG) 2.1 Level AA compliance is required for the web portal and mobile app at Go-Live. GIGW 3.0 adherence (as per MeitY guidelines) is required. STQC accessibility audit is not a pre-Go-Live requirement but must be completed within 6 months post Go-Live. Accessibility re-audits are required annually as part of the AMC.
51	SoW 4.2 – Offline Mode Thresholds	Define specific thresholds for offline mode: minimum bandwidth trigger, minimum device RAM for Lite LMS app, offline module coverage, data sync frequency, conflict-resolution logic, and minimum Android/iOS versions.		Offline mode thresholds: Lite LMS triggers at bandwidth ≤ 512 Kbps. Minimum device RAM: 2 GB. Offline module coverage: all pre-downloaded course content, MCQ assessments, and AI-generated summaries. Data sync frequency: automatic upon reconnection, with manual sync option. Conflict resolution: server-side data takes precedence for assessments; learner annotations/notes are merged. Minimum Android version: API Level 23 (Android 6.0). Minimum iOS: iOS 14.0.

Technical Queries				
Q. No.	Clause / Section		Response	Details
52	Cl.3.10 + Cl.14 – Uptime SLA Contradiction	Three distinct uptime SLA references (99.9% in eligibility, 99.95% in penalties, 99.9% in Annexure-I). Request corrigendum reconciling the correct uptime commitment. Recommend 99.5% monthly with clearly specified exclusions as per MeitY guidelines.	The contractually binding uptime SLA for this contract is 99.5% monthly, as stated in the penalty clause (Clause 14).	The contractually binding uptime SLA for this contract is 99.95% monthly, as stated in the penalty clause (Clause 14). All three references are reconciled as follows: Clause 3.10 eligibility (99.9%) refers to minimum past operational experience required to qualify; Annexure-I SoW (99.9%) is corrected to 99.5%; Clause 14 penalty structure (99.95%) is the authoritative contractual commitment.
53	Cl.3.10 – Cloud Empanelment	Does a contractual agreement with a MeitY-empaneled CSP reseller satisfy the empanelment requirement? Does NIC Cloud (NICS I empanelment) qualify as a MeitY-empaneled CSP?		A contractual agreement with a MeitY-empaneled CSP reseller satisfies the empanelment requirement, provided the reseller holds a valid MeitY empanelment certificate and the cloud services are delivered on MeitY-empaneled infrastructure. NIC Cloud (empaneled via NICS I under MeitY) qualifies as a MeitY-empaneled CSP for the purposes of this tender.
54	SoW 3.1 – 22-Language AI & APIs	Is the bidder expected to build proprietary AI NLP/TTS models for all 22 languages, or can commercially available APIs (Bhashini, Google TTS) be integrated? What is the SLA for translation accuracy and who is the acceptance authority?	As per tender document	
55	SoW 3.2 – NIOS ERP/ISDMS Integration	Share API documentation or integration specifications for existing NIOS systems (ISDMS, student database, fee payment systems). What is the data migration scope — number of existing learner records, courses, and content objects?		API documentation and integration specifications for NIOS ISDMS will be provided to the selected bidder under NDA during the SRS phase. Sandbox access will be provided. Data migration scope (indicative): ~35 lakh active learner records, ~500+ course/subject configurations, historical assessment data for last 3 years, study centre master data. The exact scope will be confirmed during the SRS phase.

Technical Queries				
Q. No.	Clause / Section		Response	Details
56	SoW 3.3 – Blockchain Framework	Is NIOS's preferred blockchain framework specified (National Blockchain Framework, Hyperledger, public chain)? Will blockchain node infrastructure cost be borne by the bidder?		NIOS does not specify a mandatory blockchain framework. Acceptable options: NIC's National Blockchain Framework, Hyperledger Fabric, or equivalent permissioned blockchain (see Q.49). Blockchain node infrastructure cost must be included in the bidder's Financial Bid (Part 2 — Cloud Hosting, or as a separate line item). Public chain infrastructure costs are not reimbursable.
57	SoW 4.2 – Offline/Lite LMS	What is the minimum device specification (RAM, OS version)? Maximum content package size for offline download? How should offline assessment data sync be handled for proctored exams?		Minimum device specs for Lite LMS: 2 GB RAM, Android 6.0 (API 23) / iOS 14.0. Maximum offline content package: 2 GB per course (configurable by admin). Offline assessment data sync: all offline assessment attempts must sync automatically on reconnection before the next online session. For proctored exams, offline mode is not permitted — the system must detect connectivity status and prevent exam initiation below minimum bandwidth threshold (512 Kbps).
58	SoW 2/6 – National Platform Integration	Confirm which integrations are mandatory for Go-Live and which are post-Go-Live enhancements. Will NIOS facilitate API access approvals and credentials for all national platform integrations?		Mandatory Go-Live integrations: DigiLocker and NIOS payment gateway (see Q.5 and Q.13). DIKSHA, SWAYAM, ABC, ULLAS, UDISE+. NIOS will facilitate API access approvals and credentials for all integrations. Bidders must include integration effort and timeline in their Technical Bid.
59	Cl.3.10 vs Penalty – Uptime SLA Conflict	Eligibility requires 99.9% uptime SLA experience, but the penalty table mandates 99.95% uptime commitment. Confirm the binding uptime commitment and align all clauses accordingly.	the binding contractual uptime commitment is 99.5% monthly	

Annexure - VII (a)			
Technical (AI)			
Q. No.	Clause / Section	Query / Clarification Sought	Response
1	AI Model Type	Should AI models be pre-trained (LLM APIs) or developed/custom-trained within India?	Should server the purpose of NIOS requirements
2	Proctoring AI Scope	Should AI proctoring include facial recognition, gaze tracking, and behavior analytics?	It should be industry standards
3	AI Training Data	Will historical learner data be provided for training AI models?	NA
4	AI Content Validation	Should AI-generated content undergo mandatory human validation workflows?	Yes
5	SoW 4 – AI Service Types	Clarify whether provider-native AI services, open-source AI models, and third-party AI APIs are all acceptable, provided India data residency and compliance are ensured.	Yes
6	AI Model Choice (Pg. 14)	Is GPT-4o required for all GenAI tasks, or can lighter models (GPT-4o-mini, Phi-3) handle lower-complexity tasks?	NA
7	Open Source LLMs	Is it mandatory to use only paid LLMs (OpenAI, Anthropic, Google Gemini)? Or are open-source LLMs (Llama 4, DeepSeek-R1, Qwen2.5) also acceptable?	Should server the purpose of NIOS requirements
8	AI Language Models – Bhashini (Pg. 17)	Acceptance of Bhashini/Sarvam.ai/India-based models; minimum accuracy thresholds (BLEU/human-eval); data residency requirements for translation calls; whether NIOS will support with AI tool licences.	Bidder will have to manage on its own. NIOS will not bear the cost of AI Tool licences
9	Third-party AI Services	Confirm whether third-party AI services integration is allowed.	As per the projects requirement
10	16.2 – AI Model Sovereignty	Clarify whether NIOS mandates exclusive use of India-sovereign models (Bhashini, BharatGen, Sarvam, AI4Bharat) or whether global frontier models (OpenAI, Anthropic, Google) may also be used where domestic alternatives are immature. Is on-premises or private-cloud deployment of open-weight models permissible?	As per the projects requirement

Annexure - VII (b)			
Technical (Infra)			
Q. No.	Clause / Section	Query / Clarification Sought	Response
1	Concurrency & Sizing	Define actual capacity assumptions separately for registered users, active users, exam peak load, AI peak load, and concurrent users. Tender references ~1,00,000 concurrent users but does not break this down by workload type.	As per the tender document
2	Concurrency	Specify expected number of concurrent users, defined maximum concurrency, and whether additional costs will be allowed if concurrent user load exceeds initially defined limits.	As per the tender document
3	SoW 8 – Cloud Security	Confirm whether standard CSP compliance reports (SOC 2 Type II, ISO 27001, CSA STAR) will be accepted in lieu of direct VAPT on CSP infrastructure, as major cloud providers don't permit independent assessments.	As per the industry standards
4	SoW 8 – Concurrent Users	Confirm whether 100,000+ concurrent users is the minimum baseline or peak load requirement.	Refer the tender document
5	Cloud Storage	What are the cloud storage requirements? Please specify.	Refer the tender document
6	User Scalability	What is the scalability requirement with respect to number of users, teachers, staff, and IT team members over the 5-year contract period?	Refer the tender document
7	Cloud Hosting – AWS/Azure/GCP	Is hosting on AWS, Azure, or GCP allowed under VPC or not?	Refer the tender document
8	DR Architecture	Is multi-region disaster recovery required or only within a single region? What are the RPO and RTO expectations?	As per the industry standards
9	CDN Requirement	Is integration with a CDN mandatory for multimedia delivery, given the heavy video/audio streaming requirements?	As per the industry standards
10	GPU Infrastructure	What level of GPU provisioning is expected for AI workloads (training vs inference)?	As per the industry standards
11	SoW 8 – Infrastructure Assumptions	Request that NIOS publish minimum infrastructure assumptions for commercial comparability, including peak concurrent users, MAU, video streaming concurrency, exam concurrency, AI model inference volume, storage, backup retention, DR sizing.	NA
12	SoW 8 – Container/Tech Stack	Clarify whether specific expectations exist regarding container platforms, Kubernetes, VMs, PaaS, database engines, CDN, WAF, DDoS, SIEM, or identity services.	NA

13	DR – RTO/RPO	Confirm expected RTO and RPO targets for disaster recovery, backup-restore testing frequency, and whether mandatory DR drill reports will be required.	As per the industry standards
14	CDN Egress Volume (Pg. 38)	What is expected monthly CDN egress volume? Are users predominantly in India or is overseas access anticipated?	NA
15	Cloud Environment Isolation	Is a dedicated cloud environment required, or can shared tenancy with logical segregation suffice? How many instances (DC, DR, UAT) are required?	As per the projects requirement
16	DR Requirements	Provide details on expected Disaster Recovery requirements, specifically RPO and RTO.	As per the industry standards
17	Concurrent Usage Numbers	Specify concurrent usage numbers as they are critical for cost estimation.	Refer the tender document
18	GPU Cloud Cost	GPU-enabled servers for the number of users specified would have huge cost implications. Clarify whether this requirement is mandatory irrespective of cost and how NIOS will evaluate whether quoted prices meet this criteria.	Refer the tender document
19	Scale of Deployment (Pg. 13)	Confirm expected total registered users, peak concurrent users, and peak usage scenarios (exam/live classes) for capacity sizing.	Refer the tender document
20	SoW 3/8 – Concurrent User Inconsistency	RFP mentions '~1 crore teachers and 'massive concurrent usage' in SoW 3, but Section 8 specifies '100,000+ concurrent users'. Pre-bid meeting referenced 1 crore teachers plus 25 lakh students. Request a corrigendum reconciling total registered users, DAU, peak concurrent user ceiling, and Year-1 vs Year-5 growth projections.	Refer the tender document
21	Geographic Distribution – International Users	Confirm geographic distribution of user base (India vs. abroad), whether CDN edge-caching to international POPs is permissible for non-sensitive content, and expected bandwidth profile for international access.	Refer the tender document
24	3.10 – CSP Flexibility	Confirm whether NIC Cloud (MeghRaj 2.0) or C-DAC's Rudra Cloud qualify as MeitY-empaneled CSPs. Whether multi-CSP architecture is permissible. Whether domestic hyperscalers (Jio Cloud, Yotta, CtrlS) with MeitY empanelment qualify.	As per the industry standards
25	SoW 8 – DR Parameters	Specify expected DR parameters: RPO/RTO, minimum geographic separation between primary and DR sites, DR-site posture (hot/warm/cold standby), frequency of mandatory DR drills, and whether active-active geo-redundancy is preferred.	As per the industry standards

26	SoW 3 – Scale of Deployment	SoW mentions ~1 crore teachers but NIOS's registered learner base is approximately 30-35 lakhs. (a) Is the 1 crore figure aspirational or a contractual SLA baseline? (b) What is the Year-1 expected concurrent user load?	Refer the tender document
27	SoW 8 – GPU Specifications	What is the minimum GPU specification required (NVIDIA A100, V100)? Are GPU compute costs included in the cloud hosting quote or treated as a variable pass-through?	As per the industry standards
28	SoW 8 – DR/BC Specifications	Specify required RTO and RPO values. Is warm standby DR site mandatory or is cold standby acceptable? Should DR be on separate MeitY-empaneled CSP or same provider, different region?	Refer the tender document

INTEGRITY PACT

Between

National Institute of Open Schooling, hereinafter referred to as **“The Principal,”**

And

_____ hereinafter referred to as **“The Bidder/Contractor”**

Preamble

The Principal intends to award contract/s for_____, under laid down organizational procedures, The Principal values full compliance with all relevant laws of the land, rules, regulations, economical use of resources, and fairness/transparency in its relations with its Bidder(s) and/or Contractor(s).

To achieve these goals, the Principal shall appoint Independent External Monitors (IEMs) who shall monitor the tender process and the execution of the contract in compliance of the Central Vigilance Commission Circular No. 04/06/23 dated 14.06.2023 and principles outlined in this agreement.

Clause 1: Commitments of the Principal

The Principal commits itself to take all measures necessary to prevent corruption and to observe the following principles:

- (i) No employee of the Principal, personally or through family members, shall in connection with the tender for, or the execution of a contract, demand, take a promise for or accept, for self or third person, any material or immaterial benefit which the person is not legally entitled too.
- (ii) The Principal shall treat all Bidder(s) with equity and reason during the tender process. The Principal shall, in particular, before and during the tender process, provide to all Bidder(s) the same information and shall not provide to any Bidder(s) confidential/additional information through which the Bidder(s) could obtain an advantage in the tender process or the contract execution.
- (iii) The Principal shall exclude from the process all known persons having conflict of interest.
- (iv) If the Principal obtains information on the conduct of any of its employees, which is a criminal offence under the BNS/PC Act, or if there is a substantive suspicion in this regard, the Principal shall inform the Chief Vigilance Officer and in addition shall initiate disciplinary proceedings.

Clause 2: Commitments of the Bidder(s)/Contractor(s)

The Bidder(s)/Contractor(s) commits themselves to take all measures necessary to prevent corruption. The Bidder(s)/Contractor(s) commits themselves to observe the following principles during participation in the tender process and the contract execution.

- (i) The Bidder(s)/Contractor(s) shall not, directly or through any other person or firm, offer, promise, or give to any of the Principal's employees involved in the tender process or the execution of the contract or to any third person any material or other benefit which they are not legally entitled to, in order to obtain in exchange any advantage of any kind whatsoever during the tender process or the execution of the contract.
- (ii) The Bidder(s)/Contractor(s) shall not enter with other Bidders into any undisclosed agreement or understanding, whether formal or informal, in violation of the Competition Act, 2002 (as amended from time to time). This applies in particular to prices, specifications, certifications, subsidiary contracts, submission or non-submission of bids or any other actions to restrict competitiveness or to introduce cartelization in the tender process.
- (iii) The Bidder(s)/Contractor(s) shall not commit any offence under the relevant BNS/PC Act; further, the Bidder(s)/Contractor(s) shall not use improperly, for purposes of competition or personal gain, or pass on to others, any information or document provided by the Principal as part of the business relationship, regarding plans, technical proposals, and business details, including information contained or transmitted electronically.

- (iv) The Bidder(s)/Contractors(s) of foreign origin shall disclose the name and address of the Agents/representatives in India, if any. Similarly, the Bidder(s)/Contractors(s) of Indian Nationality shall furnish the name and address of the foreign principals, if any. **The Bidder/Contractor, as mentioned in the “Guidelines,” on Indian Agents of Foreign Suppliers, shall disclose further details** as mentioned in the Guidelines. All the payments made to the Indian agent/representative must be in Indian Rupees only. Copy of the “Guidelines on Indian Agents of Foreign Suppliers” is Annex hereto.
- (v) The Bidder(s)/Contractor(s) shall, when presenting their bid, disclose any and all payments made, is committed to, or intends to make to agents, brokers, or any other intermediaries in connection with the award of the contract.
- (vi) Bidder(s)/Contractor(s) who have signed the Integrity Pact shall not approach the Courts while representing the matter to IEMs and shall await their decision in the matter.
- (vii) The Bidder(s)/Contractor(s) shall not instigate third persons to commit offences outlined above or be an accessory to such offences.

Clause 3: Disqualification from the tender process and exclusion from future contracts

If the Bidder(s)/Contractor(s), before award or during execution, has committed a transgression through a violation of Clause 2, above or in any other form such as to put the unreliability or credibility in question, the Principal is entitled to disqualify the Bidder(s)/Contractor(s) from the tender process or take action as per laid down procedure to debar the Bidder(s)/Contractor(s) from participating in the future procurement processes of the Government of India.

Clause 4: Compensation for Damages

- (i) If the Principal has disqualified the Bidder(s) from the tender process before the award according to Clause 3, the Principal is entitled to demand and recover the damages equivalent to **Earnest Money Deposit/Bid Security**.
- (ii) If the Principal has terminated the contract according to Clause 3, or if the Principal is entitled to terminate the contract according to Clause 3, the Principal shall be entitled to demand and **recover from the Contractor liquidated damages of the Contract value or the amount equivalent to Performance Bank Guarantee**.

Clause 5: Previous transgression

The Bidder declares that no previous transgressions has occurred in the last three years with any other Company in any country conforming to the anti-corruption approach or with any Public Sector Enterprise in India that could justify his exclusion from the tender process. If the Bidder makes an incorrect statement on this subject, the Principal shall act like Para (ii) of Clause 4.

Clause 6: Equal treatment of all Bidders/Contractors/Subcontractors

- (i) In the case of Sub-contracting, the Principal Contractor shall take responsibility for adopting the Integrity Pact by the Sub-contractor.
- (ii) The Principal shall enter into agreements with identical conditions as this one with all Bidders and Contractors.
- (iii) The Principal reserves the right to disqualify from the tender process to any Bidder who fails to sign this Pact or violates its provisions.

Clause 7: Criminal charges against violating Bidder(s)/Contractor(s)/Subcontractor(s)

- (i) If the Principal obtains knowledge of the conduct of a Bidder, Contractor, or Subcontractor, or of an employee or a representative or an allied firm of a Bidder, Contractor or Subcontractor, which constitutes corruption, or if the Principal has substantive suspicion in this regard, the Principal shall inform the same to the Chief Vigilance Officer.
- (ii) Any violation of Integrity Pact would entail disqualification of the bidders and exclusion from future business dealings, as per the existing provisions of GFR, 2017, PC Act, 1988 and other Financial Rules/Guidelines etc. as may be applicable to the organization concerned

Clause 8: Independent External Monitor

- (i) The Principal shall appoint competent and credible Independent External Monitor(s) for this Pact after approval by the Central Vigilance Commission. The task of the Monitor is to review, independently and objectively, whether and to what extent the parties comply with the obligations under this agreement. The Contact address of IEMs is as under:
 - 1. Name: Sh. Asha Ram Sihag
Address: D-396, IInd Floor, Defence Colony, New Delhi 110024
Mobile No.: 9911558502 Email: arsihag@gmail.com
 - 2. Name: Smt. Smita Srivastava
Address 1502, SIGARAM, Income Tax Colony, Nungumbakkam,
121 MG Road, Chennai-600034
Mobile No.: 9013853676 Email: smitasrivastavairs@gmail.com
- (ii) The Monitor is not subject to instructions by the parties' representatives and performs their functions neutrally and independently. The Monitor would have access to all Contract documents whenever required. It shall be obligatory for them to treat the information and documents of the Bidders/Contractors as confidential.
- (iii) The Bidder(s)/Contractor(s) accepts that the Monitor has the right to access without restriction, all Project documentation of the Principal including that provided by the Contractor. Upon their request and demonstration of a valid interest, the Contractor shall also grant the unrestricted and unconditional access to their relevant document. The same applies to Sub- contractors.

- (iv) The Monitor is under contractual obligation to treat the information and documents of the Bidder(s)/ Contractor(s)/Sub-contractor(s) with confidentiality. The Monitor has also signed declarations on 'Non-Disclosure of Confidential Information' and 'Absence of Conflict of Interest.' In case of any conflict of interest arising later, the IEM shall inform the Principal and rescue themselves from that case.
- (v) The Principal shall provide the Monitor with sufficient information about all meetings among the parties related to the Project, provided such meetings could impact the contractual relations between the Principal and the Contractor. The parties offer the Monitor the option to participate in such meetings.
- (vi) As soon as the Monitor notices, or believes to notice, a violation of this agreement, they shall inform the Principal and request the Principal to discontinue or take corrective action or other relevant action. The Monitor can, in this regard, submit non-binding recommendations. Beyond this, the Monitor has no right to demand from the parties that they act in a specific manner, refrain from action, or tolerate action.
- (vii) The Monitor shall submit a written report to the Principal, within 8 to 10 weeks from the date of reference or intimation to him.
- (viii) If the Monitor has reported to the Principal a substantiated suspicion of an offence under the relevant BNS/PC Act, and the Principal has not taken visible action within the reasonable time to proceed against such offence(s) or reported it to the Chief Vigilance Officer, the Monitor may also transmit this information directly to the Central Vigilance Commissioner.

The word '**Monitor**' would include both singular and plural.

Clause 9: Pact Duration

- (i) This Pact begins when both parties have legally signed it. It expires for the Contractor 12 months after the last payment under the contract, and for all other Bidders, 6 months after the contract has been awarded. Any violation of the same would entail disqualifying the bidders and exclusion from future business dealings.
- (ii) If any claim is made/lodged during this time, the same shall be binding and continue to be valid despite the lapse of this Pact as specified above, unless it is discharged/determined by the Principal.

Clause 10: Other provisions

- (i) This agreement is subject to Indian Law. The place of performance and jurisdiction is the seat of Principal. In the event of a dispute arising from this Integrity Pact, the parties shall first attempt to resolve the dispute through informal negotiations. If these negotiations are unsuccessful within 30 days, the parties agree to engage in a structured mediation process facilitated by an independent mediator selected jointly by both parties. Only if mediation fails to resolve the dispute will the matter proceed to arbitration in accordance with the Arbitration and Conciliation Act, 1996. (up to date).

- (ii) Changes, supplements, and termination notices must be submitted in writing within reasonable time frame; Side agreements will not be recognized.
- (iii) If the Contractor is a partnership or a consortium, all partners or consortium members must sign this agreement.
- (iv) If any provision of this agreement proves invalid, the remaining provisions shall remain in effect. In this case, the parties shall strive to come to an agreement according to their original intentions.
- (v) Issues like Warranty/Guarantee, etc., shall be outside the purview of IEMs. In the event of any contradiction between the Integrity Pact and its Annex, the Clause in the Integrity Pact shall prevail.

 (For & On behalf of the Principal)
 (Office Seal)

 (For and on behalf of Bidder/Contractor)
 (Office Seal)

Place:

Place:

Date:

Date:

Witness :_____

Witness: _____

(Name & Address)

(Name & Address)

1.0 Integrity Pact-Guidelines for Indian Agents of Foreign Suppliers

There shall be compulsory registration of agents for all Global Tender Enquiries (GTE) and Limited Tender Enquiries (LTE). An agent not registered with the Procuring Entity shall apply for registration with them.

Registered agents shall file an authenticated Photostat copy duly attested by a Notary Public/Original certificate of the Principal confirming the agency agreement and giving the status being enjoyed by the agent and the commission/remuneration/salary/retainership being paid by the Principal to the agent before the placement of an order by the Procuring Entity.

Wherever the Indian representatives have communicated on behalf of their principals and the foreign parties, have stated that they are not paying any commission to the Indian agents, and the Indian representative is working based on salary or as a retainer, a written declaration to this effect should be submitted by the party (i.e., Principal) before finalizing the Contract.

2.0 Disclosure of Particulars of Agents/Representatives in India, if any.

Bidders of Foreign Nationality shall furnish the following details in their offer:

The name and address of the agents/representatives in India, if any and the extent of authorization and authority given to commit the Principals. If the agent/representative is a foreign Company, it shall be confirmed whether it is a real functioning Company, and details of the same shall be furnished.

The amount of commission/remuneration included in the quoted price(s) for such agents/representatives in India.

Confirmation of the Bidder that the commission/remuneration, if any, payable to his agents/representatives in India, may be paid by the Procuring Entity in Indian Rupees only.

Bidders of Indian Nationality shall furnish the following details in their offers:

The name and address of the foreign principals indicating their nationality as well as their status, i.e., whether manufacturer or agents of manufacturer holding the Letter of Authority of the Principal specifically authorizing the agent to make an offer in India in response to tender either directly or through the agents/representatives.

The amount of commission/remuneration included in the price(s) quoted by the Bidder for himself.

Confirmation of the foreign principals of the Bidder that the commission/remuneration, if any, reserved for the Bidder in the quoted price(s) may be paid by the Procuring Entity in India in equivalent Indian Rupees on satisfactory completion of the Project or supplies of Stores and Spares in case of operation items.

In either case, in the event of the contract materializing, the payment terms shall provide for payment of the commission/remuneration, if any, payable to the agents/representatives in India in Indian Rupees on expiry of 90 days after the discharge of the obligations under the contract.

Failure to furnish correct and detailed information as called for in paragraph - 2.0 above shall render the concerned bid liable to rejection or, in the event of a contract materializing, the same liable to termination by the Procuring Entity. Besides this, there would be a penalty of banning business dealings with the Procuring Entity or damage or payment of a named sum.
