



**Meghalaya**  
Information Technology Society

NIC Building, Secretariat Hill, Shillong 793 001.

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**REQUEST FOR PROPOSAL (RFP)**  
**FOR**  
**Selection of System Integrator for Supply,**  
**Commissioning, Testing, Integration and Operation**  
**& Maintenance of AUA/KUA Solution with Aadhaar**  
**Data Vault for the Government of Meghalaya**

**Issued by:**

Meghalaya Information Technology Society (MITS)  
Information Technology & Communication Department

**RFP No. MITS.4/2026/134**

**Dated: 4<sup>th</sup> June 2026**

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The purpose of this document is to provide interested parties with information to assist in the preparation of their Bid. While due care has been taken in the preparation of the information contained herein, and believe it to be complete and accurate, neither any of their authorities or agencies nor any of their respective officers, employees, agents, or advisors give any warranty or make any representations, expressed or implied as to the completeness or accuracy of the information contained in this document or any information which may be provided in association with it.

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## **1. Section I – Project Profile**

### **1.1 Introduction**

#### **1.1.1 Project Brief**

The Government of Meghalaya, in recent years, has launched many citizens centric e-Governance applications to cater to various services and schemes for the benefits for the citizens. Also, the increased Aadhaar enrolment in the State has created an opportunity for the State to adopt and create an ecosystem of Aadhaar based Authentication facilities in the State to take advantage of faster service delivery, good governance, efficient, transparent, and targeted delivery of subsidies, benefits and services to the Citizens. With this view IT&C Department has been nominated to be the Aadhaar-based Authentication User Agency/e-KYC User Agency (AUA/KUA) for the State.

Aadhaar Authentication is the process wherein the Aadhaar number, along with other attributes (demographics/ biometrics/OTP), is submitted to UIDAI's Central Identities Data Repository (CIDR) for verification; the CIDR verifies whether the data submitted matches the data available in CIDR and responds with a “yes/no” or e-KYC.

The purpose of Authentication is to enable Aadhaar-holders to prove their identity without having to provide identity proof documents in order to access benefits for the citizens.

Authentication User Agency (AUA) is an entity engaged in providing Aadhaar-enabled services to Aadhaar number holders, using the authentication as facilitated by the Authentication Service Agency (ASA). An AUA may be a government/public/private legal agency registered in India that uses the Aadhaar authentication services of UIDAI and sends authentication requests to enable its services/business functions. UIDAI provides the following types of authentication services, e.g. Demographic Authentication, Biometric Authentication, OTP based Authentication along with Liveness Checking and Facial Matching.

#### **1.1.2 Project Vision**

The project is expected to improve the service delivery mechanism for residents of the state, especially the rural and underprivileged population.



MITIS proposes to formulate a roadmap to proceed with a strategy to define the most effective mechanism to leverage Aadhaar in delivering services to the intended citizens. The State proposes to have a centralised infrastructure to facilitate Aadhaar enablement of its' citizen-centric departments and schemes' holistically and to authenticate the identity of residents in the State through Aadhaar ID, for the purpose of processing resident benefits arising out of Government Welfare Schemes. The State Government also envisages in long term to setup a single centralized platform which shall provide the citizen of Meghalaya with a distinct digital identity and unique profile to map all the services he/she is entitled for, tracking the benefit disbursement against the same for better governance, enable provision of secure 'Anytime, anywhere' access to Government services and to facilitate better planning and design of Welfare schemes based on resident data.

This Centralised Digital Identity & Entitlement Platform is proposed to be developed around Aadhaar and shall also account for state-level citizen identity management, targeted profiling of the services for identification of intended beneficiaries and social accounting for the services delivered. The State Government would like to design and develop a robust service delivery platform, which shall be integrated with multiple service delivery channels like Physical Service Delivery Centers, Web Portal, Mobile Platforms, Kiosks etc. in the frontend and various department applications in the backend to enable seamless service delivery to the citizens.

### **1.1.3 Project Objectives**

The primary objective of this project is to onboard the IT&C Department, Government of Meghalaya, as an Authentication User Agency (AUA) / e-KYC user agency (KUA) and to increase access to Aadhaar services and their associated technology for real-time Aadhaar-based authentication services , such as e-KYC verification, biometric, demographic/personal information verification that can be availed by requesting entities (government/public entities). This project aims to improve the security and efficiency of Aadhaar data handling, enhancing both user experience and regulatory compliance.

## 2. Section II - Invitation to Bid

### 2.1 Letter of Invitation

RFP No.:

Dated: 4<sup>th</sup> June 2026

Dear Mr. /Ms.

The Meghalaya Information Technology Society (MITS) referred to as the “Employer”, is the implementing agency for the Project ***“Selection of System Integrator for Supply, Commissioning, Testing, Integration and Operation & Maintenance of AUA/KUA Solution with Aadhaar Data Vault for Government of Meghalaya”*** at Meghalaya State Data Centre (MSDC).

1. MITS now invites the bidders to submit their technical and financial bids for the RFP stage. More details on the Services are provided in the Terms of Reference in the RFP document.
2. MITS intends to select a System Integrator agency to provide necessary hardware, software and experienced resources to become AUA/KUA for the State. The other departments of the Government of Meghalaya will be onboarded as Sub-AUAs.
3. The requirement under this RFP is to provide an integrated software solution, hardware required (with related AMC), encompassing Aadhaar based Authentication services with Aadhaar Data Vault as required by various State government line departments to onboard and integrate various government schemes and services.
4. Details on the Bid submission date, time and address are provided in the RFP document.

### 2.2 Tendering Authority

Meghalaya Information Technology Society (MITS), Govt. of Meghalaya, invites bids from technically qualified firms/agencies for ***“Selection of System Integrator for Supply, Commissioning, Testing, Integration and Operation & Maintenance of AUA/KUA Solution with Aadhaar Data Vault for Government of Meghalaya”***.

### 2.3 Address for Bid Submission & Correspondence

Online through <https://meghalayatenders.gov.in> and offline tenders will not be allowed.

### 2.4 About the RFP Document

The Request for Proposal (RFP) document consists of different sections:

- a) Section I – Project Profile
- b) Section II – Invitation to Bid
- c) Section III – Instruction to Bidders
- d) Section IV – Eligibility Criteria
- e) Section V – Scope of Work
- f) Section VI – Bill of Materials (BOM)
- g) Section VII – Service Level Agreement
- h) Section VIII – General Conditions of Contract
- i) Section IX – Format for Response to Tender: Technical Bid
- j) Section X – Format for Response to Tender: Financial Bid
- k) Section XI – Annexures
- l) Section XII – Technical Specifications of Equipment
- m) Section XIII - Application Software Solution for AUA/KUA, ADV
- n) Section XIV – DR (Disaster Recovery) Requirements
- o) Section XV – Draft Contract Agreement

## 2.5 Key Events & Dates

<b>RFP No</b>	
<b>Name of the Work</b>	<b><i>Selection of System Integrator for Supply, Commissioning, Testing, Integration and Operation &amp; Maintenance of AUA/KUA Solution with Aadhaar Data Vault for the Government of Meghalaya</i></b>
<b>Date of Issue of RFP</b>	4 <sup>th</sup> June, 2026
<b>Last date &amp; time of submission of Bids</b>	25 <sup>th</sup> June, 2026, by 1500 hours
<b>Date &amp; Time of Opening of Technical Proposals</b>	25 <sup>th</sup> June, 2026, at 1530 hours
<b>Address for communication/submission of RFP</b>	Through online mode only at <a href="https://meghalayatenders.gov.in">https://meghalayatenders.gov.in</a> , <b><i>Offline tenders will not be allowed</i></b>
<b>Tender Fee</b>	INR 2500/- (Non-refundable) in the form of DD/NEFT transfer
<b>Bid Security/EMD</b>	INR 25,00,000/- (Refundable) submitted in the form of BG/DD.
<b>Performance Bank Guarantee</b>	5% of the contract amount
<b>Proposal Submission</b>	Online through <a href="https://meghalayatenders.gov.in/">https://meghalayatenders.gov.in/</a>

	<b><i>A soft copy of the Technical Bid only needs to be shared with MITS after the opening of the Technical Bid</i></b>
<b>Contact Person</b>	<b>Member Secretary, MITS</b>

## **2.6 Pre-Bid Conference**

MIT S shall organise a Pre-Bid Conference on the scheduled date and time in the Conference Hall, O/o IT&C Department or virtually. MIT S may incorporate any changes in the RFP based on acceptable suggestions received during the interactive Pre-Bid Conference. The decision of the MIT S regarding the acceptability of any suggestion shall be final and shall not be called into question under any circumstances. The prospective Bidders shall submit their questions in writing not later than the date and Time indicated under section 2.5. It may not be possible at the Pre-Bid Conference to answer questions that are received late. However, the pre-selected Bidders are free to raise their queries during the meeting, and responses will be conveyed to all the prospective Bidders (by way of hosting amendments/ clarifications on the website, i.e. at <https://Meghalayatenders.gov.in> in accordance with the respective clauses of the RFP within the specified time.

Note: As part of the original RFP, Pre-Bid conference has already been held on 15<sup>th</sup> May, 2026, and queries have been accepted from prospective bidders. The required changes have been incorporated in this document.

## **2.7 Amendment of RFP Document**

At any time before the deadline for submission of Bids, MIT S may, for any reason, whether at its own initiative or in response to a clarification requested by the Bidder, modify the RFP document by corrigendum or amendment. All the amendments/corrigenda made in the document would be published on the website <https://Meghalayatenders.gov.in> and would be emailed to the bidders as well.

## **2.8 Deadline for submission of Proposal**

The proposals shall be submitted online at <https://Meghalayatenders.gov.in>, not later than the date and time specified in Section 2.5, unless there are any changes to the date other than what is specified.

The bidder is also required to share the soft copy of the technical bid only after the technical bid opening date.

### **3. Section III – Instructions to Bidders**

#### **3.1 Procedure for Submission of Bids**

The tender document can be seen, downloaded and submitted on the website <https://Meghalayatenders.gov.in>. All communications related to corrigendum, addendum, bid opening, among others, will be done through this portal.

#### **3.2 Modes of Submission**

Bidders have to submit the Bid response in 2 (two) parts:

##### **PART-I: Technical Bid**

- i. Pre-Qualification Documents
- ii. Complete technical details, solution, data sheet, technical specification for the item offered, Bill of Materials as per templates in the RFP and any other relevant documents as required.

##### **PART-II: Financial Bid**

- i. Complete financial details as per BoQ
- ii. Tentative O&M cost for 4<sup>th</sup> and 5<sup>th</sup> Year (This will not be part of the Financial Bid Evaluation)

#### **3.3 Authentication of Bid**

The Bids shall be signed by the Bidder or a person or persons duly authorized to bind the Bidder to the Contract. A letter of authorisation shall be supported by a written Power-of- Attorney accompanying the Bid. All pages of the Bid, except for un-amended printed literature, shall be initialled and stamped or Digitally Signed by the person or persons signing the Bid.

#### **3.4 Validation of interlineations in Bid**

The Bid shall contain no interlineations, erasures or overwriting except as necessary to correct errors made by the Bidder, in which case such corrections shall be initialed by the person or persons signing the Bid.

#### **3.5 Cost of Bidding**

The Bidder shall bear all costs associated with the preparation and submission of its Bid including cost of presentation for the purposes of clarification of the Bid, if so desired by the MITS. MITS will in no case be responsible or liable for those costs, regardless of the outcome of the Tendering process.

### 3.6 Clarification on Tender Document

Bidders requiring any clarification on the RFP Document may submit the queries, in writing, at the details mentioned in Section 2.5. The queries must be submitted in the following format only to be considered for clarification:

Sl. No.	RFP Section No.	RFP Clause No.	Reference/ Subject Sought	Clarification

MIT S will respond to any request for clarification to queries on the Tender Document, received not later than the dates prescribed in Section 2.5. The clarifications (including the query but without identifying the source of inquiry) will be uploaded on <https://Meghalayatenders.gov.in> and will also be emailed to the bidders.

### 3.7 Language of Bids

The Bids prepared by the Bidder and all correspondence and documents relating to the Bids exchanged by the Bidder and MIT S shall be written in the English language. Any printed literature furnished by the Bidder may be written in another language, so long as the same is accompanied by a duly attested English translation. In that case, for purposes of interpretation of the Bid, the English translation shall govern.

### 3.8 Documents Comprising the Bids

The Bids not conforming to the requirements as per the RFP document shall be summarily rejected

### 3.9 Bid Prices

**Tender Fee of INR 2,500 (Rupees Two Thousand & Five Hundred Only)** to be submitted in the form of DD/NEFT in favour of “Meghalaya Information Technology Society”, and proof of the same to be submitted along with the technical bid, without which the bid will be rejected. The tender fee is not refundable.

Name: Meghalaya Information Technology Society

Account Detail: 30035959316

IFSC Code: SBIN0006320

**Bid Security (EMD)** of INR 25,00,000/- (Refundable) submitted in the form of BG/DD valid for a minimum period of three (3) months. The vendors will be informed if the validity needs to be extended. The EMD of unsuccessful bidders will be released once the Notice of Award is issued to the successful bidder.

**Performance Bank Guarantee (PBG):** The successful bidder has to submit a PBG of 5% of the contract amount, valid for a period of 42 months from the date of acceptance of the Notice of Award/Lol.

### **3.10 Firm Prices**

The Bidder shall prepare the Bid based on the details provided in the Tender Document. It must be clearly understood that the scope of work is intended to give the Bidder an idea about the order and magnitude of the work and is not in any way exhaustive and guaranteed by MITS. The Bidder shall carry out all the tasks in accordance with the requirements of the Tender Document and due diligence, and it shall be the responsibility of the Bidder to fully meet all the requirements of the Tender Document. If, during the course of execution of the project, any revisions to the work requirements, like technical specifications, Equipment sizing, among others, are to be made to meet the requirements of MITS, all such changes shall be carried out within the current price.

### **3.11 Bid Currencies**

Prices shall be quoted in Indian Rupees (INR).

### **3.12 Bid Validity Period**

#### **Period of Validity of Bids**

Bids shall remain valid for 180 days after the date of opening of Bids prescribed by MITS. A Bid valid for a shorter period may be rejected as non-responsive. However, the prices finalised after opening the tenders shall not increase throughout the period of implementation and operation. The prices of components quoted in the Financial Bid by the Bidder shall remain valid for the project period.

#### **Extension of Period of Validity**

In exceptional circumstances, MITS may request the Bidder(s) for an extension of the period of validity. The request and the responses thereto shall be made in writing (or by email).

### **3.13 Withdrawal of Bids**

#### **Written Notice**

The Bidder may withdraw its Bid after the Bid's submission, provided that MITS receives written notice of the withdrawal before the last date prescribed for receipt of Bids.

#### **Signing and Marking of Notice**

The Bidder's withdrawal notice shall be prepared, sealed, marked and dispatched in accordance with the provisions said earlier. A withdrawal notice may also be sent by

email, but followed by a signed confirmation copy, postmarked not later than the last date for receipt of Bids.

### **3.14 Opening of Bids**

An evaluation committee will be formed for the evaluation of the bids. The decision of the committee would be final and binding upon all the Bidders. MITS will first open the Technical Bid in the presence of the representatives of the Bidders who choose to attend, at the time, date and place, as mentioned in section 2.5. The Financial Bid of only the technically qualified bidders will be opened as per the terms and conditions mentioned in the RFP document, and will be notified separately. In the event of the specified date of Bid opening being declared a holiday for MITS, the Bids shall be opened at the appointed time and location on the next working day. Bid response details considered appropriate will be announced at the bid opening.

**Bids not considered for evaluation:** Bids that are rejected during the Bid opening process due to incomplete documentation or late receipt shall not be considered for further evaluation.

### **3.15 Evaluation of Bids**

- a) A two-envelope procedure will be adopted for the evaluation of bids, with the technical evaluation in the first stage and the financial evaluation at the second stage.
- b) Technical bids will be evaluated on the Pre-qualification criteria (PQC), and only bidders who submit all the required documents will be evaluated further
- c) Qualified Bidders from the PQC will undergo further evaluation through the technical bid evaluation criteria, and a technical score will be given to the technically qualified bidders.
- d) The Financial Bids of only the technically qualified Bidders will be opened and evaluated through the QCBS method.
- e) Conditional Bids are liable to be rejected.
- f) The evaluation process of the Tender, proposed to be adopted by MITS, is indicated under the clauses 3.16, 3.17, 3.18 and 3.19. The purpose of these clauses is only to provide the Bidders with an idea of the evaluation process that MITS may adopt. However, MITS reserves the right to modify the evaluation process at any time during the Tender process, without assigning any reason whatsoever and without any requirement of intimating the Bidders of any such change.

### **3.16 Pre-qualification Criteria**



## **Part 1 (Tender fees and Bid Security)**

SI's who have submitted the valid Tender fees and EMD shall be considered for further evaluation

## **Part 2 (Pre-Qualification criteria)**

The documents submitted by the bidders will be assessed as per the requirements in the Pre-Qualification criteria. SIs should be ready to give any clarification asked by the evaluation committee. Bidders who do not submit the pre-requisite documents will be subjected to rejection of their bids and will not be assessed further in the tendering process.

### **3.17 Evaluation of Technical Bid**

- a) The technical bid document of the bidders will be evaluated as per the requirements specified in the RFP.
- b) Technical Bids of the Bidders will be reviewed to determine whether these are substantially responsive. Bids that are not substantially responsive are liable to be disqualified.
- c) Technical bid evaluation will be done based on the Technical Bid Evaluation Criteria specified in the RFP. All the Bidders who score a Technical Score of (70%) or more will be declared as technically qualified. It is, however, clarified that, subject to other provisions of this document, every Bidder will have to comply with the minimum technical specifications laid down in the RFP to be qualified technically.
- d) To assist in the examination, evaluation and comparison of Bids, MITS may, at its discretion, ask the Bidder for clarification regarding its Bid. The clarification shall be given in writing immediately, but no change in the price shall be sought, offered or permitted.
- e) MITS may request the Bidders to make a presentation on their proposal to an Evaluation Committee to be constituted for the purpose.
- f) MITS may waive any informality or non-conformity, or irregularity in a Bid which does not constitute a material deviation, provided such waiver does not prejudice or affect the relative ranking of any Bidder.

### **3.18 Evaluation of Financial Bid**

- a) The Financial Bids of only the technically qualified bidders will be opened and reviewed to determine whether the financial bids are substantially responsive
- b) The Financial Bids would be evaluated as per the specified criteria
- c) The Financial Bids would be evaluated based on the overall price quoted

### 3.19 Criteria for Final Evaluation of Bids

The final evaluation of substantially responsive bids will be made on Quality-Cum-Cost Basis (QCBS), with a weightage to quality of services and cost in the ratio of 80:20. Calculations are as follows:

The commercial scores will be calculated as,  $F_n = (F_{min}/F_b) * 100$

Where,

$F_n$  = Normalised financial score of the bidder under consideration

$F_b$  = Evaluated cost for the bidder under consideration

$F_{min}$  = Minimum evaluated cost among all financially qualified bidders

Evaluation of Bid - Final Evaluation

The overall final score will be calculated as,  $B_n = 0.8 * T_n + 0.2 * F_n$

Where,

$B_n$  = overall score of bidders under consideration

$T_n$  = Technical score for the bidder under consideration

$F_n$  = Normalized financial score of the bidder under consideration

Bidder getting the maximum total score ( $B_n$ ) would be considered as the successful bidder (i.e. H1 Bidder).

### 3.20 Rectification of Errors

Arithmetical errors in the Financial Bid will be rectified on the following basis.

- a) If there is a discrepancy between the unit price and the total price that is obtained by multiplying the unit price and quantity, the unit price shall prevail and will be considered for future calculations
- b) If there is a discrepancy between words and figures, the amount in words shall prevail
- c) In any other case of discrepancy, MITS reserves the right to pick the value that it considers beneficial to the government

### 3.21 Contacting MITS

#### Contact by Writing

No Bidder shall contact MITS on any matter relating to its Bid, from the time of Bid opening to the time the Contract is awarded. If the Bidder wishes to bring additional information to the notice of MITS, it should be done in writing.

### **Rejection of Bid**

Any effort by a Bidder to influence MITS in its decisions on Bid evaluation, bid comparison or contract award may result in rejection of the Bidder's Bid.

## **3.22 Notification of Award**

### **Notification to Bidder**

Before the expiry of the period of validity of the proposal, MITS shall notify the successful Bidder in writing by registered letter or by email that its Bid has been accepted. The Bidder shall acknowledge in writing receipt of the notification of selection and shall send his acceptance to agree within three (3) working days of receiving the notification.

### **Signing of Contract**

The notification of the selection of the successful bidder shall constitute the signing of the agreement. MITS will send the Bidders the Proforma for Contract, incorporating all agreements between the parties. Within 7 working days of receipt of the Contract, the successful Bidder shall sign and date the Contract and return it to the MITS, or the signing of the contract will be in person at the office of the Member Secretary, MITS. The signing of the agreement will amount to the award of the contract, and Bidder will initiate the execution of the work as specified in the agreement.

### **Discharge of Bid Security**

Upon the successful signing of the agreement, MITS shall promptly request the Bidder to provide a performance bank guarantee. On receipt of the performance guarantee, the Bid security of the selected Bidder will be released or adjusted to the performance Bank guarantee.

## **3.23 Failure to Abide by the Agreement**

The conditions stipulated in the agreement (signed by both parties) shall be strictly adhered to, and violation of any of the conditions will entail termination of the contract without prejudice to the rights of MITS with such penalties as specified in the bidding document and the Agreement.

### **3.24 Bank Guarantee for Contract Performance**

- a) Within 14 days of signing the Agreement, the successful bidder shall furnish the performance security in accordance with the Terms & Conditions of Contract (signed by both parties)
- b) Failure of the successful bidder to comply with the requirement shall constitute sufficient grounds for the annulment of the award and forfeiture of the EMD.
- c) In case of exigency, if MITS gets the work done from elsewhere, the difference in the cost of getting the work done will be borne by the successful Bidder.

### **3.25 Rejection Criteria**

MIT S reserves the right to accept or reject any bid, and to cancel the bidding process and reject all bids, at any time before the Award of Contract, without thereby incurring any liability to the affected bidder(s) or any obligation to inform the affected bidder(s) of the reasons for such action.

Besides other conditions and terms highlighted in the tender document, bids may be rejected under the following circumstances:

#### **Technical Rejection Criteria**

- a) Bids which do not conform to the unconditional validity of the Bid as prescribed in the Tender
- b) Technical Bid containing financial details
- c) If the information provided by the bidder is found to be incorrect/misleading at any stage/time during the tendering process
- d) Any effort on the part of a bidder to influence the bid evaluation, bid comparison or contract award decisions
- e) Bids received by MITS after the last date prescribed for receipt of bids
- f) Bids without signature/digital Signature of person (s) duly authorised on required pages of the bid
- g) Bids without the power of authorisation and any other document consisting of adequate proof of the ability of the signatory to bind the bidder
- h) Failure to furnish proof for information provided
- i) Revelation of prices in any form or for any reason before opening the financial bid
- j) Failure to furnish all information required by the RFP document or submission of a bid not substantially responsive to the tender document in every respect
- k) Bidders not quoting for the complete scope of work as indicated in the tender documents, addendum (if any) and any subsequent information given to the bidder
- l) Bidders not complying with the Technical and General Terms and Conditions as stated in the RFP document, other than the deviations

- m) The Bidder not conforming to unconditional acceptance of full responsibility of providing services in accordance with the Scope of work and Service Level Agreements of this tender
- n) If the bid does not conform to the timelines indicated in the bid

### **Commercial Rejection Criteria**

- a) Incomplete Price Bid
- b) Price Bids that do not conform to the BOQ format
- c) Total price quoted by the Bidder does not include all statutory taxes and levies applicable

### **3.26 Concessions permissible under statutes**

Bidder, while quoting against this tender, must take cognisance of all concessions permissible under the statutes, including the benefit under the Central Sales Tax Act, 1956, failing which it will have to bear extra cost where Bidder does not avail concessional rates of levies like customs duty, excise duty, sales tax, etc. MITS will not take any responsibility towards this. However, MITS may provide necessary assistance, wherever possible, in this regard.

### **3.27 Income Tax Liability**

The Bidder will have to bear all Income Tax liability, both corporate and personal tax.

### **3.28 GST Liability**

The Bidder will have to bear all GST.

## 4. Section IV – Eligibility Criteria

The Bidder is expected to submit the following supporting documents with respect to the below- mentioned eligibility criteria together with the Technical Proposal:

### 4.1 Pre-Qualification Criteria

Only those Bidders who fulfil the following criteria are eligible to respond to the RFP. Offers received from the Bidders who do not fulfil all or any of the following eligibility criteria will be rejected.

SL No	Eligibility Criteria	Documents Required
1.	Bid can be submitted by a sole bidder or a consortium of bidders, wherein the sole bidder/any of the members of the consortium shall be the AUA/KUA application developer. There shall not be more than two members in the consortium, including the prime bidder.	A consortium agreement with a clearly defined scope of work and a power of attorney of the consortium members.
2.	The Sole Bidder/both partners in case of consortium should be an Indian registered company, incorporated under the Indian Companies Act 2013. Must be registered under GST. The Sole bidder/both partners should be in existence for at least three (3) years in India.	i) Certificate(s) of Entity incorporation ii. Valid Registration Certificate on the date of submission of the bid iii. GST registration Certificate iv. Copy of PAN
3.	a. <b>Sole Bidder</b> should have an <b>average annual turnover</b> of at least Rs. 30 Crores from the IT business for the last three financial years. b. In case of <b>consortium</b> , the <b>Prime bidder</b> should have an average annual turnover of 20 Cr and the <b>partner</b> should have an average annual turnover of 10 Cr, from the IT business for the last three financial years (FY 2022-23, 2023-24, 2024-25).	Copy of the audited balance sheet & certificate from the Chartered Accountant of the company showing profit, net worth and turnover of the company for the consecutive last three financial should be submitted.

	<p>c. Sole Bidder/Both Partners in case of consortium, should have positive net worth for the last three financial years. (FY 2022-23, 2023-24, 2024-25)</p> <p>Note: In case of FY 2025-26 turnover figures are available, the same will also be considered for evaluation. In such case, the last three financial years will be FY2023-24, 2024-25, 2025-26.</p>	
4.	The Sole Bidder/any of the Consortium partners should be an Original Software Developer (OSD) for the Aadhaar e-KYC platform i.e., AUA & KUA solution.	Relevant document(s) must be submitted. Work order and completion certificate (both) from Govt/PSU
5.	The Sole Bidder/OSD Partner of the Consortium should have developed and implemented the AUA / KUA platform with ADV for at least two organisations, and the same shall be in production (at least one) at the time of bidding. There should be at least one such project implemented for the State Government/Central Government/PSU.	Copy of work order/ copies of the LoA/ order/ contract and completion certificate from Govt/PSU
6.	Bidder's AUA software should offer API's for allowing external applications to integrate with the Aadhaar Platform using any development platform, including but not constrained to, DOT NET, Java, PHP Platform and Android Platform.	Copy of work order/ copies of the LoA/ order/ contract and completion certificate from Govt/PSU.
7.	The bidder should have a KYC platform supporting multiple biometric devices using a common API over Standard web browsers such as Mozilla Firefox, Internet Explorer, and Chrome, etc.	Copy of work order/ copies of the LoA/ order/ contract and completion certificate from the Govt/PSU.

8.	All integration services should be the latest version at the time of Implementation, should comply with Aadhaar authentication API specification 2.5 or latest by UIDAI along with Aadhaar best finger detection Api specification, Aadhaar e-kyc specification, Aadhaar OTP request API specification, with Liveness Checking and Facial Matching.	Self-Declaration / Certification on the entity's letterhead
9.	Sole Bidder/Consortium Partners should not be blacklisted by any Department, regulator/UIDAI/Central Government / State Government/ PSU, etc. in India. The bidder should not have a conflict of interest in the assignment in question as specified in the bidding document. Comply with the code of integrity as specified in the bidding document.	Self-Declaration / Certification on the entity's letterhead
10	The sole bidder or OSD partner of the Consortium should provide 24x7 application support	Relevant document(s) must be submitted.
11	The Sole bidder/OSD partner of the consortium should have valid ISO 9001:2015 & ISO 27001 Certifications.	Relevant document(s) must be submitted.
12	Bid specific Manufacturer's Authorisation Form of respective OEM for all the items listed in the BOM to be submitted along with the technical proposal. Bidders who do not submit the MAF or an invalid MAF will have their bids summarily rejected.	Duly signed MAFs for this project
13	The Sole Bidder or the Consortium partner supplying the hardware equipment should have a support centre in Shillong, Meghalaya. Or should provide an undertaking that within a month of the awarding of the contract, they will start a support centre in Shillong. OR The bidder can sign an MOU with a local agency, and proof of the same needs to be furnished to MITS OR The bidder can have the local	Self-declaration from OEM mentioning the address details of the support centre & GST registration certificate of Meghalaya State should be submitted.



	resident engineers who can address the issues as per the SLAs in the contract agreement Note: OEM's own setup through an authorised partner will also be considered if supporting documents are provided.	
14	Any kind of official communication will be made to the Prime bidder only.	
15	The successful vendor to whom the contract will be awarded should submit a valid Trading License from Meghalaya, if applicable, within one (1) month from the date of issuance of the Lol. However, all the bidders are required to submit an undertaking for the same along with their Technical Bid.	
16	The quoted hardware products that falls under the requirement of MTCTE compliance should provide MTCTE compliance certificates	MTCTE TEC certificates to be attached

***Note: Only the technical proposals of the qualified bidders from the prequalification stage will be evaluated further in the Technical Evaluation stage.***

## 4.2 Technical Evaluation Criteria

After evaluation of the above criteria, the bidders will be the bidders will be evaluated through a technical scoring process and should score a **minimum of 70 marks**. The technical evaluation will be done as per the following **Technical Evaluation Criteria**.

**\*\*\* All the bidders who obtained 70 marks or more will be eligible for the Financial Bid Stage to be evaluated through the QCBS method.**

SI No.	Criteria	Documentary Evidence	Marks	Max. Marks
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1	Average annual Turnover (in case of Consortium, sum of both partners) in the last 3 years ending 31 <sup>st</sup> March 2025 from IT Business and related services of the last three years.	Audited Balance Sheet and Statutory Auditor's Certificate	≥Rs.30 Crore < Rs.50 Crore = 6 Marks ≥ Rs. 50 Crore to Rs.80 Crore = 8 Marks ≥ Rs.80 Crore= 10 Marks	10
2	No. of completed/ongoing projects (post Go-Live) related to AUA/KUA with ADV in Government/PSU	Work Order/Client Letter/ Job Completion certificate	1 project = 10 Marks 2-3projects= 15 Marks More than 3 projects = 20 Marks	20
3	The Sole bidder/OSD partner should have the experience of successfully implementing at least one AUA/KUA with an ADV project of a minimum value of INR Five crore	Acceptable Document	1 project of a value of INR 5 Crores = 10 Marks 2 projects of a cumulative value of INR 10 Crores = 15Marks 3 projects of a cumulative value of INR 20 Crores = 20 Marks	20
4	The Sole bidder/OSD partner should have the experience of successfully implementing the Aadhaar Data Vault with a database size of at least 50 Lakhs authentication	Acceptable Document	50 Lakh to 1 Crore = 5 Marks ≥1 crores < 3 crores = 7 Marks ≥ 3 crores = 10 Marks	10
5	No. of SUB-AUA/KUA onboarded with the AUA/KUA solution for the Government Sector	Acceptable Document	1-3 SubAUA = 10 marks 4-7 SubAUA = 12 Marks More than 7 = 15 marks	15
5	Presentation: Understanding of Scope of Work and Detailed Approach & Methodology (25 mins)	Detailed Approach & Methodology along with CVs of resources to be deployed for evaluation in the presentation	Clarity in understanding the scope of work – 5 Manpower (qualification & experience) – 5 Solution Provided - 5 Approach and methodology – 5 O&M Approach - 5	25
	Total Score			100
	<b>Cut Off (to open the financial bid)</b>			70

## 5. Section V – Scope of Work

The detailed scope of work is described below, and the bidder should go through all the requirements in detail. The bidder should propose a complete solution for the implementation of AUA/KUA and Aadhaar Data Vault (ADV), including necessary hardware, software, connectivity and Operation and Maintenance.

- Supply, installation, Commissioning, testing & Go-Live: 9 months
- Operations and maintenance: 36 months post Go-live
- Initial Contract Period: 2+1 Years from Go-Live
- Hardware Warranty: 5-Year Warranty
- MITS reserves the right to extend the Term further for a period of a maximum of two (02) years for support and maintenance on the same terms and conditions, if required. During the extension(s) fee may be revised based upon mutual agreement acceptable to both parties. However, the bidders need to separately furnish a tentative cost estimate for the 4th and 5th year of O&M in the Financial Bid. This cost will not be part of the Financial Bid Evaluation process.

MITS reserves the right to change the scope of the RFP, considering MITS's requirements.

Bidders are requested to follow the requirements laid out in Annexure V

### 5.1 Detailed Scope of Work

1. This project constitutes the **creation of a complete solution of the Meghalaya AUA/KUA ecosystem with Aadhaar Data Vault (ADV)**, which has to adhere to the guidelines from UIDAI, Government of Meghalaya. The guidelines for the Aadhaar Data Vault to be created has been detailed in relevant paras in the Scope of Work section of this RFP, however any additional guidelines released by UIDAI or Government of Meghalaya in future regarding the AUA/KUA solution and Aadhaar Data Vault and has to be incorporated from time to time and adhered to by the SP in terms of rules and guidelines to be followed.

2. The SI should procure, supply, install, commission and maintain the required **Hardware and Software (OS, DB, Application)** with required licenses, install & deploy the solution in line with the UIDAI guidelines in the State Data Centre, Meghalaya.
3. Integrate with **the ASA** partner and test (unit test, system test, performance and security test) the solution as per the timeline specified by MITS.
4. The SI should provide a ready-to-use **Web and Mobile-based Authentication and e-KYC platform** with User Management allowing AUA/KUA to avail Aadhaar Services at ease.
5. The SI should provide and manage an **Aadhaar Data Vault solution** along with the AUA / KUA platform, including the Sub AUA/KUA platform.
6. The SI should conduct **end-to-end testing** of the application for the required pre-production test transactions and submit the test results in line with UIDAI requirements, Audit compliance check-list as specified to UIDAI. On confirmation from UIDAI and receipt of production credentials, the Bidder should make necessary changes as proposed by UIDAI to perform transactions on the production environment and confirm “**Go Live**”.
7. SI is responsible for all **API integration** of ASA, Sub-AUA/KUA, with AUA/KUA as and when required.
8. The SI should ensure the complete solution (Hardware/ Software/ Network Connectivity) is **secured** and should get **the solution certified** by a third party, i.e. CERT-IN, STQC Certified auditors/UIDAI approved auditors.
9. The SI should **onboard other departments** of the Government of Meghalaya as **Sub-AUA** (Subject to approval from UIDAI) and install the required software/hardware setup at its Sub-AUA location as and when required.
10. The SI should **comply with UIDAI and ASA/KSA guidelines** for the entire proposed solution as per the needs specified by UIDAI/NPCI.
11. The SI should provide the **Billing and Administrative Module** for all Sub-AUA's /KUA's.
12. The SI should provide **necessary APIs** on all required OS platforms to Sub AUA's/KUA.
13. The SI should provide a **Fraud Monitoring Mechanism** as per UIDAI guidelines.
14. SI shall provide its expertise in delivering the various solutions. These shall include, but not be limited to, the following:
  - 14.1 Aadhaar-based authentication for any financial / non-financial transactions that require authentication.

- 14.2 For any other purpose that may relate to Aadhaar-enabled service delivery.
15. The SI should **procure** all necessary equipment for implementing the project.
  16. The SI should provide **regular updates/ upgrades** to ensure the client application is ready whenever UIDAI publishes a new version of the Aadhaar platform.
  17. The SI should enter into a **Warranty & Operations & Maintenance Contract (O&M)** with MITS for a period of **three years** and shall be responsible for timely troubleshooting, updates, patches, upgrades and bug-fixes, including additional customisation/upgradation, configuration & integration requirements as per the directions of UIDAI during the contract.
  18. The SI shall deploy the necessary number of **skilled manpower** on site during implementation, as well as the Operation & Maintenance phase of the proposed solution. The SI can take a call on the number of Manpower to be deployed to successfully run the project and maintain the required SLA.
  19. **Training** shall be imparted to the MITS technical team regarding the use of the developed solution.
  20. As part of **the O&M phase** of the project, the following are expected activities of the SI,
    - 20.1 Human resource management,
    - 20.2 infrastructure maintenance, including health-check and monitoring,
    - 20.3 AUA/KUA solution and ADV health check and data store,
    - 20.4 Change request management,
    - 20.5 Software maintenance and updates,
    - 20.6 API integration and enhancements,
    - 20.7 Assist in Sub-AUA/sub-KUA onboarding,
    - 20.8 Data backup & restore,
    - 20.9 Assistance in Security audit and vulnerability fixing,
    - 20.10 Regular Reports, on-demand Reports etc.
  21. The SI shall provide a web portal to accept SUB-AUA onboarding applications, Dashboard and Reports, Manpower details etc. with various user roles.
  22. The SI shall help with the migration of the AUA/KUA with ADV solution, in case there is a need to migrate to another Data Center.
  23. SI must ensure the following for HSM implementation:
    - 23.1 it must be FIPS 140-2 Level 3 certified or higher.

- 23.2 it must be logically isolated for each requesting entity(AUA/Sub-AUA/KUA) independently,
- 23.3 it must support:
- i Key Generation
  - ii Secure Key Storage
  - iii Multifactor, Multirole Access Control and Audit Logging
24. The SI shall supply, install and commission a Disaster Recovery solution for the AUA KUA application ecosystem and ADV with strict adherence to the Guidelines and requirements of UIDAI. The detailed requirements are as specified in **Section XIV – DR(Disaster Recovery) Requirements**.
25. The SI should mandatorily provide an undertaking to sign a Non-Disclosure Agreement and allow Background Verifications conducted successfully for their personnel handling Aadhaar-related data.

## 5.2 Third Party Audit:

The successful bidder shall be responsible for getting the software/application security audited by a CERT-In empanelled auditor before deployment. Similar audits to be conducted for the DR solution, too, as per the requirements of UIDAI. The cost of such audits shall be borne by the SI. Any other audit not related to this project will be taken care by MITS.

## 5.3 Roles and Responsibilities of MITS and its authorised agency (s):

1. Evaluate and approve effort/ time estimates provided by the deployed team for development and deployment of application/ software module/ documents etc.
2. Arrange suitable working environment (Seating arrangement with internet connectivity only) at MITS building to the team for to be deployed by the agency. However, selected agency must arrange their own laptops (Operating System, antivirus solution, Microsoft Office suite etc), etc. with each resource.
3. Provide Sign-off / acceptance of various project deliverables submitted by the deployed resources.
4. Conduct project review meetings with the deployed team and monitor the implementation and overall progress of the application development activity on weekly basis.
5. Provide direction to the deployed resources and enable them to achieve overall objective.

6. Provide periodic feedback on changes to be made in the solution to improve usability and functionality of the development application.

#### **5.4 User Acceptance Testing (UAT)**

After supply, installation, integration and configuration of all the hardware and software, the selected bidder will inform MITS in writing to carry out UAT as per the timelines stipulated in the RFP document. UAT test cases need to be provided in the technical bid proposal. If any change proposed in the FAT test cases or procedure, the same should be finalised mutually by the selected bidder and MITS before starting UAT. The Acceptance test will include the following:

- a) Acceptance Testing to ensure that all functions as per requirements, approved designs, hardware equipment and software deployed are of the exact or higher specifications given in the RFP and operate seamlessly in the SDC infrastructure in terms of performance, reliability and security. The respective OEM/ Bidder must certify the installation of their products in the OEM/ Bidder letterhead that the installation has been done as per the standard best practices, and for any short comings/ defect/ malfunction found in the installation during the warranty period will be taken care of by the OEM/ Bidder.
- b) All the functionality of the software installed by the selected bidder will be checked during the User Acceptance Test.
- c) UAT responsibility lies with the selected bidder. After conducting each test, the selected bidder will submit the corresponding UAT report to MITS for approval. MITS will approve the test report, indicating the test was successful or mention correction required (if any) by 5 days from the date of submission of the test report, else it will be presumed acceptable to MITS. If the test fails, after the necessary correction in the system, the test will be carried out again as specified above. After successful completion of UAT activities, MITS will issue one final UAT certificate to the selected bidder, wherein the O&M start date, i.e. Go-Live, will be indicated.

#### **5.5 Warranty and Annual Maintenance Contract (AMC)**

Warranty is for five (5) years for Hardware only and a two (2) year warranty with 1 Year AMC for AUA/KUA and ADV Solution post Go-Live. In addition, the successful bidder should ensure that the following activities are done:

- a) Proactive and reactive maintenance, repair and replacement of defective components (IT Hardware and Software) supplied by the bidder. The cost for repair and replacement shall be borne by the selected bidder.
- b) The selected bidder/OEM shall have to stock and provide adequate onsite and offsite spare parts and spare components to ensure that the SLA is met for the entire contract period. To provide this service, the selected bidder needs to have a

necessary back-to-back arrangement with the respective OEMs / vendors. For this, OEMs may be contacted directly by the bidder.

- c) Component that is reported to be down on a given date should be either fully repaired or replaced by a temporary/permanent replacement (of equivalent/higher configuration) within the time frame indicated in the Service Level Agreement (SLA). In case the selected bidder fails to meet these standards, a penalty will be imposed as specified in the SLA.
- d) The selected bidder shall also maintain log/records of all maintenance activities for the new equipment/components and shall maintain a logbook on-site that may be inspected by MITS at any time during the contract period.
- e) For scheduled and preventive maintenance for the Hardware /or Software /or Active /or Passive, shall be done with prior written intimation to MITS at least 72 hours in advance. Preventive maintenance should be carried out at least once every quarter.

## **5.6 Manpower Resources**

### **5.6.1 Implementation Phase**

The Implementation phase (Go-Live) is a time bound activity. The SI needs to evaluate and provide resources to deliver as per the required scope in a timely manner.

### **5.6.2 Operations & Maintenance Phase**

SI shall be responsible for the deployment of highly qualified resources as per the desired skill-set and experience of various categories for smooth running of the project. The following may be noted:

- a. All manpower to be deployed in the project shall be on the payroll of the sole/prime bidder. Outsourcing in any form will not be accepted.
- b. The bidder needs to submit CVs of all the quoted manpower.
- c. The service provider will provide the bio data of the engaged resources for the maintenance support for screening. If any specific work could not be completed due to poor manpower quality, at the time of review, the service provider will provide substitute(s) with qualifications and experience as mentioned in below clauses.
- d. Any change of resources during the period of contract should be done only with the prior consent of MITS. For whatsoever reason provided the target for schedule of work shall not suffer.



- e. The minimum qualification of the resources should be B.E/B.Tech/MCA/M.Sc and should have a minimum of 3 (three) years' work experience in this field. The number of resources required for the smooth running of the project is up to the bidder to decide. The resources should be present in the office during office hours.
- f. The proposed team shall be available and stationed in MITS office, Shillong on all the working days of the Government of Meghalaya, and on public holidays also as and when necessary. This is necessary since the agency needs to support the department continuously throughout the contract period. The attendance of the personnel will be monitored by MITS.
- g. If at any point of time, MITS feels that a resource is not up-to the mark, the replacement will be demanded in writing and will need to be obliged within 2 weeks. During such replacement, the incumbent shall be available for disposal of the task till the new resource comes on board.

## 5.7 Project Timeline & Payment Schedule

### 5.7.1 Phase 1 – Implementation Phase

Sl.No	Project Component	Deliverables	Timeline (Max Limit)	Payment
1	Agreement Signing	–	T0	NIL
2	Submission of Inception Report including Project Plan	Inception Report	T0 + 15 days	NIL
3	A. AUA/KUA, Aadhaar Data vault Software and Hardware solution– Development, B. Customization, C. Supply, D. Installation, E. Integration, F. Configuration, G. Deployment, H. Testing & I. Commissioning	a. Delivery and installation of Hardware at MSDC. b. Duly Security Audited AUA/KUA with Aadhaar Data vault solution and associated components (Hardware and Software). Integration with e-KYC solution and all the requisite client / software under use by various AUA /KUA or ASA as	T1 = T0 + 225 days	60% of Phase 1 cost, as per following tranches, A. 40% after all Hardware delivery, B. 20% after Security Audited AUA/KUA with ADV solution, UAT and Production License from UIDAI

		provided by UIDAI. UAT completion report. Production License from UIDAI.		
4	Setting up the project environment at Meghalaya SDC	Successful deployment of all project components at Meghalaya SDC	T2 = T1 + 30 days	NIL
5	<b>“Go-Live”</b>  Integration of at least one scheme to be onboarded on Meghalaya AUA/KUA with the ADV solution	Successful running of the scheme integrated with AUA/KUA with ADV	T3 = T2 + 15 days	20% Of Phase 1 Cost
6	Warranty & O&M			20% of Phase I Cost – payable on a quarterly basis after deduction of SLA, if any. 1.66% of Phase I Cost value (Total 12 Quarters)

## 5.7.2 Phase 2 – Operations & Maintenance Phase

Sl. No	Project Component	Deliverables	Timeline (Max Limit)	Payment
1	O&M and related support for AUA/KUA Ecosystem with ADV	Smooth running of the Project	Starting from “Go-Live” for 3 Years initially, extensible depending on performance and mutual agreement	Phase 2 Cost – payable Quarterly arear basis.

**Note: The bidders need to separately furnish a tentative cost estimate for the 4th and 5th year of O&M in the Financial Bid. This cost will not be part of the Financial Bid Evaluation process.**

**Quarterly Guaranteed Revenue (QGR):** QGR consists of quarterly O&M and 1.66% of Phase I cost for the initial 3 years after Go-Live.

**Note: Bidders must submit a Project Plan with a timeline and milestones.**

## 6. Section VI – Bill of Material (BoM)

Sl. No.	Item	Quantity	Make	Model
1	AUA/KUA Solution with ADV (including all required software and licenses)	1		
2	Sub-AUA/KUA Onboarding cost per instance	1		
3	Compute Nodes with 5 Year Warranty	2		
4	Storage Nodes with 5 Year Warranty	2		
5	HSM Device with 5 Year Warranty	2		
6	Server Load Balancer with Web Application Firewall with 5 Year Warranty	1		
7	Next Generation Firewall with 5 Year Warranty	1		
8	Router with 5 Year Warranty	1		
9	Server Switch with 5 Year Warranty	1		
10	DR for AUA KUA solution	1		
11	DR for ADV	1		
12	Server Rack with Redundant Power Supply with 5 Year Warranty	1		
13	Backup Server with 5 Year Warranty	1		
14	O&M for first 3 Years	1		

### Note:

- 1) Quantities mentioned above are subject to change as per the requirements of the project.
- 2) If the bidders feel that there are any changes required to the equipment, quantity or any other requirements other than what is specified in the RFP, they are free to raise the queries through the pre-bid meeting.
- 3) Any other item/s, which is/are necessary for successful completion of the scope of this RFP should be clearly mentioned as part of the technical bids submitted by the bidders and in BoQ sheet as well.

Tentative Cost of O&M for 4<sup>th</sup> and 5<sup>th</sup> Year,

Sl. No.	Item	Quantity	Cost (including GST)
1	O&M of 4 <sup>th</sup> Year	1	
2	O&M for 5 <sup>th</sup> Year	1	

## 7. Section VII – Service Level Agreement (SLA)

The purpose of this Service Level Agreement (hereinafter referred to as SLA) is to clearly define the levels of service which shall be expected from bidder (hereinafter referred to as the agency) towards MITS during the implementation and its subsequent support for the project period.

This SLA document provides for minimum level of services required as per contractual obligations based on performance indicators and measurements thereof. The agency shall ensure provisioning of all required services, while monitoring the performance of the same, to effectively comply with the performance levels mentioned below.

### 7.1 Category of SLAs

The SLAs have been logically segregated in the following categories:

- 1) Implementation Service-Related Levels
- 2) Helpdesk Service-Related Levels
- 3) Compliance Review Process

The targets shown in the following tables are mapped with the requirements specified for the AUA/KUA Solution with ADV at the Meghalaya State Data Centre (MSDC), as a part of the maintenance of the equipment for the AUA/KUA Solution with ADV; it is the responsibility of the agency to maintain the same SLAs with the OEM for their support and maintenance, which can be extended to MITS.

### 7.2 Service Level Implementation

#### 1) Implementation Service-Related Levels

*T0 = Date of signing of the Contract agreement.*

Project Component	Deliverables	Timeline (Max Limit)	Value of Penalty
<b>PHASE I (Implementation)</b>			
Submission of Inception Report including Project Plan	Successful submission of the Inception report	T0 + 15 days	After T0+ 15 days, a Penalty of 1% of the Contract value of Phase-I cost per week and part thereof up to the maximum value of 5% of the Contract Value. Delay beyond five (05) weeks would lead to termination of the contract.

AUA/KUA and Aadhaar Data Vault Software solution– Development, Customisation, Supply, Installation, Integration, Configuration, Deployment, Testing & Commissioning	Successful delivery of Duly Security Audited AUA/KUA and Aadhaar Data Vault solution and associated components.  Integration with the e-KYC solution and all the requisite client/software used by various AUA/ KUA or ASA, as provided by UIDAI.	T1 = T0 + 225 days	After T1, a Penalty of 2.5% of the contract value of Phase-I cost per week and part thereof. Delay beyond four (04) weeks would lead to the termination of the contract.
Setting up the project environment at MSDC	Successful deployment of all project components at Meghalaya SDC	T2 = T1 + 30 days	After T2, a Penalty of 2.5% of the contract value of Phase-I cost per week and part thereof. Delay beyond five (02) weeks would lead to termination of the contract.
<b>“Go-Live”</b> Successful Integration of at least one scheme to be onboarded on Aadhaar Data Vault.	Successful Running of the scheme integrated with ADV	T3 = T2 + 15 days	After T3, a Penalty of 2% of the contract value of Phase-I cost per week and part thereof up to the maximum value of 10% of the Phase 1 Contract Value. Delay beyond five (05) weeks would lead to termination of the contract.

Project Component	Deliverables	Timeline (Max Limit) / Uptime	Value of Penalty
<b>PHASE II (Operations &amp; Maintenance)</b>			
Application Uptime	%age overall uptime target (calculated monthly)	99.7%	As defined below

Measurement	Definition	Interval	Target in %	Target in Time	Penalty
Software Availability(Both AUA/KUA Solution & ADV)	Availability = {1- [(Downtime) / (Total Time– Maintenance Time)]}*100	Monthly	>= 99.7%	130 minutes	No Penalty
			>= 99.5% to < 99.7%	216 minutes	1% of the QGR value
			>= 99.3% to < 99.5%	302 minutes	2% of the QGR value
			>= 99.0% to < 99.3%	432 minutes	5% of the QGR value [Record as Event of Default] [Escalation to Customer and Bidder Management]

## 2) Technical Support Service-Related Levels

Time in which a complaint / query is resolved after it has been responded to by the IT service management.

Severity of Incident	Resolution time	Penalty
<b>Critical</b>	T = 1 hr.	No Penalty
	T1 = T+2 hours, if the resolution time is between T and T1	0.5% of the QGR for every unresolved call
	T2 = T1+2, if the resolution time is between T1 and T2	1% of the QGR for every unresolved call, up to 10% of QGR
	> T2	2% of the QGR for every unresolved call, up to 10% of QGR
<b>High</b>	T3 = T + 0.5 hrs.	No Penalty
	T4 = T3 + 2.5 hrs., if the resolution time is between T3 and T4	0.5% of the QGR for every unresolved call, up to 10% of QGR
	T5 = T4+ 2.5 hrs. If the resolution time is between T5 and T4	1% of the QGR for every unresolved call, up to 10% of QGR
	> T5	2% of the QGR for every unresolved call, up to 10% of QGR
<b>Medium</b>	≤ 2 hours from time of incident logged.	No Penalty
	> 2 Hours and ≤ 4 Hours	0.1% of the QGR for every

Severity of Incident	Resolution time	Penalty
Low		unresolved call, up to 10% of QGR
	> 4 Hours	0.5% of the QGR for every unresolved call, up to 10% of QGR
	1 day from the time of incident logged at the help desk	No penalty
	> 1 day and ≤ 10 days	0.5% of the QGR for every unresolved call, up to 10% of QGR
	> 10 days	1% of the QGR for every unresolved call, up to 10% of QGR

Technical Support Services include, but not limited to, the following:

- a) Reports from the monitoring tools need to be submitted to MITS weekly
- b) Diagnostic reports shall be made available to MITS as and when required
- c) Reports can be asked by MITS at any point of time
- d) Following up with different OEM's & vendors
- e) Escalation Matrix need to be maintained by the Technical Support team
- f) Any call logs and its associated resolution shall be stored in knowledge management database for future reference
- g) Coordinating with different vendors for the closure of calls
- h) Track each incident / call to resolution
- i) Analyse the incident / call statistics and provide monthly reports, including but not limited to
  - Category of incidents/calls logged
  - Incidents/calls resolved
  - Incidents/calls open

*The severity parameters have been defined below:*

- a. **Critical:** *In case more than 1 physical servers are down, or Networking solution/load balancer/Firewall installed are down, or either or all of AUA/KUA software or the ADV software is unavailable/down, thereby threatening business continuity (VMs on the physical server are not accessible and not working, and Multiple Clients are affected) / which is attributable to the AUA/KUA with ADV Ecosystem, it shall be considered a Critical incident.*
- b. **High:** *In case 1 physical server is down, or part of Networking solution installed is down, or software solutions installed (including AUA/KUA and ADV) are not working as intended and thereby causing a high impact on business operations (VMs on physical server are not accessible/not working, affecting a few clients) which is attributable to the AUA/KUA with ADV ecosystem implemented by SI.*

- c. **Medium:** *In case an essential functionality of the AUA/KUA solution becomes unavailable in the Live AUA/KUA environment, which is not actually hampering the live services of the AUA/KUA ecosystem but may impact the services if not attended to immediately will be termed as medium.*
- d. **Low:** *The incidents would be termed as low, which does not have any significant impact on the AUA/KUA ecosystem service delivery (little or no impact on business entity), e.g.:*
  - i. *A minor problem or question that does not affect the software function,*
  - ii. *An error in the software product Documentation that has no significant effect on operations; or*
  - iii. *A suggestion for new features or software product enhancement.*

### 3) Compliance Review Process

- a) The selected agency has to submit all the reports about the SLA Review process within 2 weeks after the end of the quarter
- b) All the reports must be made available to MITS, as and when the report is generated or as and when asked by the competent authority
- c) In case the issue is still unresolved, the arbitration procedures described in the Terms & Conditions section will be applicable

### 7.3 Penalties

The total quarterly penalty deduction should not exceed 10% of the quarterly payment. Two consecutive quarterly deductions amounting to more than 20 on account of any reason will be deemed to be an event of default and termination.



## 8. Section VIII – General Conditions of Contract

### 8.1 Definitions

In this Contract, the following terms shall be interpreted as indicated:

- **“Bidder”** shall mean an Individual Company registered under the Companies Act 1956 or as defined in this document that participates in the Bidding process
- **“State”** shall mean State Government, India and shall include its legal representatives, successors and permitted assignees
- **“MITS”** shall mean Meghalaya Information Technology Society.
- **“State’s Representative”** shall mean the person appointed by the state from time to time to act on its behalf at the site for overall coordination, supervision and project management at site
- The **“Successful Bidder / System Implementer (SI) / Implementation Agency”** means the company with whom the order has been placed for providing Services as specified in this tender/contract and shall be deemed to include the Implementation Agency's successors, representatives (approved by MITS), heirs, executors, administrators and permitted assigns, as the case may be, unless excluded by the terms of the contract
- **“SI / Implementation Agency’s Representative”** means the person or the persons appointed by the SI from time to time to act on its behalf for overall co-ordination, supervision and project management. This definition shall also include any and/or all of the employees of Bidder, their authorized agents and representatives and other personnel employed or engaged either directly or indirectly by the SI for the purposes of the Contract
- **“Contract”** means the Agreement entered into between the MITS and the “Implementation Agency/SI” as recorded in the Contract form signed by MITS and the “Implementation Agency/SI” including all attachments and Annexes thereto, the Tender and all Annexes thereto and the agreed terms as set out in the Bid, all documents incorporated by reference therein and amendments and modifications to the above from time to time
- **“Commissioning of AUA/KUA Solution with ADV at MSDC”** means the Supply, Installation, Integration, Testing, Training, Configuration, Final Acceptance and Operations & Maintenance of AUA/KUA Solution with ADV at MSDC components.
- **“Confidential Information”** means any information disclosed to or by any Party to this Contract and includes any information in relation to the Parties, a third party or any information with regard to any taxpayer, or any other person who is covered within the ambit of any commercial taxes’ legislation including any such information that may come to the knowledge of the Parties hereto / Bidder’s Team by virtue of

this Contract that:

- By its nature or by the circumstances in which it is disclosed is confidential; or
  - Is designated by the disclosing Party as confidential or identified in terms connoting its confidentiality; but does not include information which is or becomes public knowledge other than by a breach of this Contract
- **“Document”** means any embodiment of any text or image however recorded and includes any data, text, images, sound, voice, codes or and databases or microfilm or computer-generated micro fiche
- **“Effective Date”** means the date on which the Contract is signed and executed by the parties hereto. If the Contract is executed in parts, then the date on which the last of such Contracts is executed shall be construed to be the Effective Date
- **“Intellectual Property Rights”** means any patent, copyright, trademark, trade name, design, trade secret, permit, service marks, brands, propriety information, knowledge, technology, licenses, databases, computer programs, software, know how or other form of intellectual property right, title, benefits or interest whether arising before or after the execution of this Contract and the right to ownership and registration of these rights
- **“Kick Off Meeting”** means a meeting convened by MITS to discuss and finalize the work execution plan and procedures with Implementation Agency
- **“Parties”** means the State/MITS and the SI and “Party” means either of the Parties
- **“Service”** means facilities/services to be provided as per the requirements specified in this tender document and any other incidental services, such as installation, implementation, support and provision of technical assistance and other such obligations of the SI covered under the Contract
- **“The Contract Price/Value”** means the price payable to the SI under the Contract for the full and proper performance of its contractual obligations.

## 8.2 Interpretation

In this Contract, unless a contrary intention is evident:

- The ‘clause’ headings are meant for convenient reference only and do not form part of this Contract;
- Unless otherwise specified a reference to a clause number is a reference to all of its sub-clauses;
- Unless otherwise specified a reference to a clause, sub-clause or section is a reference to a clause, sub-clause or section of this Contract including any amendments or modifications to the same from time to time;
- A word in the singular includes the plural and a word in the plural includes the singular;

- A word importing a gender includes any other gender;
- A reference to a person includes a partnership and a body corporate;
- A reference to legislation includes legislation repealing, replacing or amending that legislation;
- Where a word or phrase is given a particular meaning, it includes the appropriate grammatical forms of that word or phrase which have corresponding meanings.
- In the event of an inconsistency between the terms of the Contract and the Tender and the Bid, the terms of the contract shall prevail.

### **8.3 Representations & Warranties**

In order to induce MITS to enter into the Contract, the SI hereby represents and warrants as of the date hereof, whose representations and warranties shall survive the term and termination of the contract for each of the following:

- That the SI has the requisite experience in supply, installation, configuration, training and testing, Final Acceptance Test and Operations & Maintenance of the AUA/KUA Solution with ADV at MSDC, the technical know-how and the financial wherewithal, the power and the authority that would be required to successfully provide the services sought by MITS for the purposes of the Contract.
- That the SI is not involved in any major litigation or legal proceedings, pending, existing and potential or threatened that may have an impact of affecting or compromising the performance or delivery of services under the Contract.
- That the representations and warranties made by the SI in the Bid or will be made in the contract are and shall continue to remain true and fulfil all the requirements as are necessary for executing the obligations and responsibilities as laid down in the Contract and the Tender and unless MITS specifies to the contrary, the SI shall be bound by all the terms of the Bid and the contract through the term of the contract.
- That the SI has the professional skills, personnel and resources/authorizations that are necessary for providing all such services as are necessary to fulfil the scope of work stipulated in the Tender and the Contract.
- That there shall not be any privilege, claim or assertion made by a third party with respect to right or interest in ownership, mortgage or disposal of any asset, property, movable or immovable as mentioned in any Intellectual Property Rights licenses and permits.
- That the SI shall use such assets of MITS as it may permit for the sole purpose of execution of its obligations under the terms of the Bid, Tender or the Contract. The SI shall however have no claim to any right, title, lien or other interest in any such property and any possession of property for any duration whatsoever shall not create any right in equity or otherwise merely by fact of such use or possession

during or after the term hereof.

- That the SI shall procure all the necessary permissions and adequate approvals and licenses for use of various software and any copyrighted process/product free from all claims, titles, interests and liens thereon and shall keep MITS indemnified in relation thereto.
- That the execution of the Services and the Scope of work herein are and shall be in accordance and in compliance with all applicable laws.
- That neither the execution and delivery by the SI of the Contract nor the Implementation Agency's compliance with or performance of the terms and provisions of the Contract (i) will contravene any provision of any Applicable Law or any order, writ, injunction or decree of any court or Governmental Authority binding on the Implementation Agency, (ii) will conflict or be inconsistent with or result in any breach of any or the terms, covenants, conditions or provisions of, or constitute a default under any Contract, Contract or instrument to which the SI is a party or by which it or any of its property or assets is bound or to which it may be subject or (iii) will violate any provision of the Memorandum and Articles of Association of the Implementation Agency.
- That the SI certifies that all registrations, recordings, filings and notarizations of the Contract and all payments of any tax or duty, including without limitation stamp duty, registration charges or similar amounts which are required to be affected or made by the SI which is necessary to ensure the legality, validity, enforceability or admissibility in evidence of the Contract have been made.
- That the SI owns, has license to use or otherwise has the right to use, free of any pending or threatened liens or other security or other interests all its Intellectual Property Rights, which are required or desirable for performance of its services under this contract and regarding the same the SI does not, so far as the SI is aware, in carrying on its business and operations, infringe any Intellectual Property Rights of any person. So far as the SI is aware, none of the Intellectual Property Rights, owned or enjoyed by the SI or which the SI is licensed to use, which are material in the context of Implementation Agency's business and operations for the performance of this contract are being infringed nor, so far as the SI is aware, is there any infringement or threatened infringement of those Intellectual Property Rights licensed or provided to the SI by any person. All Intellectual Property Rights (owned by the SI or which the SI is licensed to use) required by the SI for the performance of the contract are valid and subsisting. All actions (including registration, payment of all registration and renewal fees) required to maintain the same in full force and effect have been taken thereon and shall keep the SI indemnified in relation thereto.

- That time is the essence of the Contract and hence the SI shall at all times maintain sufficient manpower, resources, and facilities, to provide the Services in a workmanlike manner on a timely basis.
- That its security measures, policies and procedures are adequate to protect and maintain the confidentiality of the Confidential Information.

That in providing the Services or deliverables or materials, neither SI nor its agent, nor any of its employees, shall utilize information which may be considered confidential information of or proprietary to any prior employer or any other person or entity.

#### **8.4 Scope of Work / Contract**

The SI has to abide by all the work as specified in Section V - Scope of Work of this RFP document.

#### **8.5 Duration of the Contract**

The Contract shall remain valid for a period of 3 years from the date of Go-Live of the AUA/KUA Solution with ADV by MITS. The contract will be initially signed for the first 3 years, and depending on the performance of the vendor and mutual agreement on the laid-out terms & conditions, the contract may be extended for 2 more years.

<b>Sl. No.</b>	<b>Activities</b>	<b>Timeline</b>
<b>1</b>	Supply, Commissioning, Testing, Integration of AUA/KUA Solution with Aadhaar Data Vault by the selected SI. Completion of Security Audit as per UIDAI guidelines. Receipt of Production License from UIDAI Production Environment and Go-Live.	<b>270 days from the signing of the Contract agreement</b>
<b>2</b>	Warranty and O&M post Go-Live	<b>2 years</b>
<b>3</b>	Yearly O&M for 1 Year	<b>1 Year</b>

#### **8.6 Contract Performance Guarantee**

Within 14 (fourteen) days after the receipt of notification of award of the Contract from MITS, the successful Bidder shall furnish Contract Performance Guarantee to MITS which shall be equal to 5% of the value of the Contract and shall be in the form of a Bank Guarantee Bond from a Nationalized/Scheduled Bank in the Proforma given at Annexure for Proforma for Bank Guarantee valid for 42 months from the date of issuing of Lol/NOA.

## 8.7 Implementation Agency's Obligations

- The SI would be required to supply, install, configure, test, commission and O&M of the components for the AUA/KUA solution with ADV for Govt of Meghalaya. It will be the SI's responsibility to ensure compliance to the requirements of the AUA/KUA Solution with ADV for Govt of Meghalaya, as per UIDAI's requirements and continued support of the AUA/KUA solution with ADV in accordance with and in strict adherence to the terms of this SLA, Scope of work, and the Terms and Conditions of this Contract
- In addition to the aforementioned, the SI shall:
  - Perform the services specified by MITS and make available the necessary software/equipment/facilities/services as may be necessary, and other 'Scope of work' requirements as specified in the tender and changes thereof.
  - The SI shall ensure that the Implementation Agency's Team is competent, professional and possesses the requisite qualifications and experience appropriate to the task they are required to perform under this Contract. The SI shall ensure that the Services are performed through the efforts of the Implementation Agency's Team, in accordance with the terms hereof and to the satisfaction of MITS. Nothing in this Contract relieves the SI from its liabilities or obligations under this Contract to provide the Services in accordance with MITS directions and requirements and as stated in this Contract and the Bid to the extent accepted by MITS and the SI shall be liable for any non-performance, non-compliance, breach or other loss and damage resulting either directly or indirectly by or on account of its Team.
  - The Implementation Agency's representative shall have all the powers requisite for the performance of services under this contract. The Implementation Agency's Representative shall liaise with the MITS representative for the proper coordination and timely completion of the works and on any other matters pertaining to the works. He will extend full co-operation to MITS representative in the manner required by them for supervision/inspection/observation of the components, equipment/material, procedures, performance, reports and records pertaining to the works. He shall also have complete charge of the Implementation Agency's personnel engaged in the performance of the works and to ensure internal discipline, compliance of rules, regulations and safety practice. He shall also co-ordinate and co-operate with the other Service Providers/Vendors of MITS working at the Site/offsite for activities related to planning, execution of scope of work and providing services under this contract.

## **8.8 Reporting Progress**

- SI shall monitor progress of all the activities specified in the contract and submit free of cost monthly progress report about various aspect of the work to MITS. MITS on mutual agreement between both parties may change the periodicity of such reports. The report shall be submitted in soft copy as well. Formats for such reporting shall be discussed at the Kick-Off meeting.
- The SI shall reply to the written notice giving details of the measures he proposes to take to expedite the progress so as to complete the works by the prescribed time. The SI shall not be entitled to any additional payment for taking such steps. If at any time it shall appear to MITS or MITS Representative that the actual progress of work does not conform to the approved programme the SI shall produce at the request of the MITS Representative a revised programme showing the modification to the approved programme necessary to ensure completion of the works within the time for completion or steps initiated to ensure compliance/improvement to the stipulated requirements.

## **8.9 Implementation Agency's Team/ Successful bidder**

- The SI shall be responsible for the deployment, transportation, accommodation and other requirements of all its employees required for the execution of the work and for all costs/charges in connection thereof.
- The SI shall provide and deploy manpower on the site for carrying out the work, only those manpower resources who are skilled and experienced in their respective trades and who are competent to execute or manage/supervise the work in a proper and timely manner
- MITS may at any time object to and require the SI to remove forthwith from the site a supervisor or any other authorized representative or employee of the SI or any person(s) deployed by SI, if in the opinion of MITS the person in question has mis-conducted himself or his deployment is otherwise considered undesirable by the State's Representative the SI shall forthwith remove and shall not again deploy the person in question of the work site without the written consent of MITS.
- MITS may at any time request the SI to remove from the work / Site the Implementation Agency's supervisor or any other authorized representative including any employee of the SI or any person(s) deployed by SI for professional incompetence or negligence or for being deployed for work for which he is not suited. The SI shall consider the representative's request and may accede to or disregard it. MITS having made a request as aforesaid in the case of any person which the SI has disregarded, may in the case of the same person at any time but



on a different occasion and for a different instance of one of the reasons referred to above in this clause object to and require the SI to remove that person from deployment on the work which the SI shall then forthwith do and shall not again deploy any person so objected to on the work or on the sort of work in question (as the case may be) without the written consent of MITS.

- MITS shall state to the SI in writing his reasons for any request or requirement pursuant to this clause.
- The SI shall maintain backup personnel and shall promptly provide replacement of every person removed pursuant to this section with an equally competent substitute from the pool of backup personnel.
- In case of change in its team composition owing to attrition the SI shall ensure a reasonable amount of time-overlap in activities to ensure proper knowledge transfer and handover/takeover of documents and other relevant materials between the outgoing and the new member. The exiting team member shall be replaced with an equally competent substitute from the pool of backup personnel.

#### **8.10 Statutory Requirements**

- During the tenure of this Contract nothing shall be done by the SI in contravention of any law, act and/ or rules/regulations, there under or any amendment thereof governing inter-alia customs, stowaways, foreign exchange etc. and shall keep State indemnified in this regard.
- The SI and their personnel/representative shall not alter / change / replace any hardware component proprietary to MITS and/or under warranty or AMC of third party without prior consent of MITS.
- The SI and their personnel/representative shall not, without consent of MITS, install any hardware or software not purchased / owned by MITS.

#### **8.11 Contract Administration**

- Either party may appoint any individual/organization as their authorized representative through a written notice to the other party. Each representative shall have the authority to:
- Exercise all of the powers and functions of his/her Party under this Contract other than the power to amend this Contract and ensure the proper administration and performance of the terms hereof and.
- Bind his or her Party in relation to any matter arising out of or in connection with this Contract.
- The SI shall be bound by all undertakings and representations made by the



authorized representative of the SI and any covenants stipulated hereunder with respect to this Contract for and on their behalf.

- For the purpose of execution or performance of the obligations under this Contract, MITS would act as an interface with the nominated representative of the SI. The SI shall comply with any instructions that are given by MITS during the course of this Contract in relation to the performance of its obligations under the terms of this Contract and the Tender.
- A Committee comprising representatives from MITS and the SI shall meet on a quarterly basis to discuss any issues / bottlenecks being encountered. The SI shall draw the minutes of these meetings and circulate to MITS.

#### **8.12 Right of Monitoring, Inspection and Periodic Audit**

- MITS reserves the right to inspect by itself or through a Third-Party agency and monitor/assess the progress / performance/ maintenance of the SDC components at any time during the course of the Contract, after providing due notice to the SI. The State may demand any document, data, material or any other information which it may require to enable it to assess the progress of the project.
- MITS shall also have the right to conduct, either itself or through another Third Party as it may deem fit, an audit to monitor the performance by the Third Party of its obligations/functions in accordance with the standards committed to or required by MITS. The SI undertakes to cooperate with and provide to MITS / any other SI appointed by MITS; all documents and other details as may be required by them for this purpose. Any deviations or contravention identified as a result of such audit/assessment would need to be rectified by the SI failing which MITS may without prejudice to any other rights that it may have issue a notice of default.

#### **8.13 MITS Obligations**

- MITS shall interface with the SI to provide the required information, clarifications, and to resolve any issues as may arise during the execution of the Contract. MITS shall provide adequate cooperation in providing details assisting with coordinating and obtaining of approvals from various governmental agencies, in cases, where the intervention of MITS is proper and necessary.
- MITS shall ensure that timely approval is provided to the SI, where deemed necessary, which shall include physical data centre diagram/plans and all specifications related to equipment/material required to be provided as part of the Scope of Work.
- MITS shall approve all such documents as per the above Clause.
- MITS to provide Meghalaya State Data Centre physical environment (secured,

access-controlled, with Fire Safety norms etc) for the SI to install the AUA/KUA Ecosystem as per the requisite guidelines of UIDAI.

#### **8.14 Information Security**

- The SI shall not carry and/or transmit any material, information, layouts, diagrams, storage media or any other goods/material in physical or electronic form, which are proprietary to or owned by the State, out of State Data Centre premises without prior written permission from the State.
- The SI shall adhere to the Information Security policy developed by the State.
- SI acknowledges that State business data and other State proprietary information or materials, whether developed by State or being used by State pursuant to a license agreement with a third party (the foregoing collectively referred to herein as “proprietary information”) are confidential and proprietary to State and SI agrees to use reasonable care to safeguard the proprietary information and to prevent the unauthorized use or disclosure thereof, which care shall not be less than that used by SI to protect its own proprietary information. SI recognizes that the goodwill of State depends, among other things, upon SI keeping such proprietary information confidential and that unauthorized disclosure of the same by SI could damage State and that by reason of SI’s duties hereunder. SI may come into possession of such proprietary information even though SI does not take any direct part in or furnish the services performed for the creation of said proprietary information and shall limit access thereto to employees with a need to such access to perform the services required by this agreement. SI shall use such information only for the purpose of performing the said services.
- SI shall, upon termination of this agreement for any reason or upon demand by MITS, whichever is earliest return any and all information provided to SI by MITS including any copies or reproductions, both hard copy and electronic.

#### **8.15 Ownership of Equipment**

MITS shall own all the equipment, licenses, and any solution supplied by the SI arising out of or in connection with this Contract.

#### **8.16 Risk Management**

SI shall at his own expense adopt suitable Risk Management methodology to mitigate all risks assumed by the SI under this Contract. SI shall underwrite all the risk related to its personnel deputed under this Contract as well as equipment and components of the SDC, procured for the SDC, equipment, tools and any other belongings of the SI or their personnel during the entire period of their engagement in connection with this Contract and

take all essential steps to reduce and mitigate the risk. State Government will have no liability on this account.

### **8.17 Indemnity**

The SI shall execute and furnish to MITS a Deed of Indemnity in Favor of the Member Secretary, MITS in a form and manner acceptable to MITS, indemnifying MITS from and against any costs, loss, damages, expense, claims including those from third parties or liabilities of any kind howsoever suffered, arising or incurred inter alia during and after the Contract period out of:

- Any negligence or wrongful act or omission by the SI or the Implementation Agency's Team / or any third party in connection with or incidental to this Contract; or
- A breach of any of the terms of the Implementation Agency's Bid as agreed, the Tender and this Contract by the Implementation Agency, the Implementation Agency's Team or any third party.
- The indemnity shall be to the extent of 100% in favour of MITS.

### **8.18 Confidentiality**

- The SI shall not use any information, name or the logo of the State/MITS except for the purposes of providing the Service as specified under this contract;
- The SI may only disclose Information with the prior written consent of MITS to a member of the SI's Team ("Authorized Person") if the authorized person is obliged to use it only for the performance of obligations under this contract.
- The SI shall do everything reasonably possible to preserve the confidentiality of the information including execution of a confidentiality agreement to the satisfaction of the State.
- The SI shall notify MITS promptly if it is aware of any disclosure of the Information otherwise than as permitted by this Contract or with the authority of the State.
- The SI shall be liable to fully recompense MITS for any loss of revenue arising from breach of confidentiality. MITS reserves the right to adopt legal proceedings, civil or criminal, against the SI in relation to a dispute arising out of breach of obligation by the SI under this clause.
- The SI shall not take away or remove in whatever manner any information on any media like but not limited to Digital Drives, CDs, DVDs, pen drive, email etc. from SDC without the specific written permission of MITS. SI, if required, shall take specific permission for each such event.
- The SI shall not use any information which might have come to its knowledge in

whatever manner during the discharge of its obligation under the contract for any purpose except strictly for discharging his obligation under the contract and no more.

#### **8.19 Term and Extension of the Contract**

- The term of this Contract shall be for a period as indicated in the contract and contract shall come to an end on expiry of such period except when its term is extended by MITS.
- MITS shall reserve the sole right to grant any extension to the term mentioned above on mutual agreement including fresh negotiations on terms and conditions.

#### **8.20 Prices**

Prices quoted must be firm and shall not be subject to any upward revision on any account whatsoever throughout the period of contract for the scope of the Contract subject to Change Order provisions. The Bidder will ensure that prices/ cost for all the equipment, software licenses discovered during the Bid process will be valid for the entire period of contract and without any additional Operational and Maintenance charges for the same.

#### **8.21 Change Orders/Alteration/Variation**

The SI agrees that the requirements given in the scope of work of this RFP are minimum requirements and are in no way exhaustive and guaranteed by MITS. It shall be the responsibility of the SI to meet all the requirements upward revisions and/or additions of quantities, specifications, sizes given in specifications etc. required to be made during commissioning of AUA/KUA Solution with ADV at MSDC shall not constitute a change order and shall be carried out without a change order and shall be carried out without any time and cost effect to MITS. Any upward revision and/or additions consequent to errors, omissions, ambiguities, discrepancies in the specification which the SI had not brought out to MITS notice in his tender shall not constitute a change order and such upward revisions and/or addition shall be carried out by SI without any time and cost effect to State/MITS.

- The change order will be initiated only in case-
  - MITS directs in writing the SI to include any addition to the Scope of Work covered under this Contract or delete any part of the scope of the work under the Contract
  - SI requests to delete any part of the work which will not adversely affect the operational capabilities of the facilities and if the deletions proposed are agreed to by MITS and for which cost and time benefits shall be passed on to

## MITS

- MITS directs in writing to the SI to incorporate changes or additions to the requirements already covered in the Contract
- Any change order comprising an alteration which involves change in the cost of the works (which sort of alteration is hereinafter called a “Variation”) shall be the subject of an amendment to the Contract by way of an increase or decrease in the Contract Price and adjustment of the implementation schedule, if any.

### **8.22 Procedures for Change Order**

- During detailed Engineering and subsequently if the SI observes that any new requirement which other than that required for meeting the design criteria is not specific or intended by the Contract has been stipulated by MITS, while approving the specifications, calculations, purchase requisitions, other documents etc. he would verbally discuss the matter with MITS.
- In case such requirement arises from the side of the SI, he would also verbally discuss the matter with MITS giving reasons thereof
- In either of the two cases as explained in the above two clauses, the representatives of both the parties will discuss on the new requirement for better understanding and to mutually decide whether such requirement constitutes a change order or not
- If it is mutually agreed that such requirement constitutes a “Change Order” then a joint memorandum will be prepared and signed by the SI and MITS to confirm a “Change Order” and basic ideas of necessary agreed arrangement
- Upon completion of the study referred to above clause, the results of this study along with all relevant details including the estimated time and cost effect thereof with supporting documents would be submitted to MITS to enable to give a final decision whether SI shall proceed with the change order or not in the best interest of the works. The estimated cost and time impact indicated by SI shall be reviewed, and if found feasible, may be considered as a ceiling limit and shall be provisionally considered for taking a decision to implement change order. The time impact applicable to the Contract shall be mutually agreed, subsequently, on the basis of the detailed calculations supported with all relevant back up documents. In case SI fails to submit all necessary substantiation/calculations and back up documents, the decision of the State regarding time and cost impact shall be final and binding on the SI.
- If MITS accepts the implementation of the change order under Clause mentioned above in writing, which would be considered as change order then SI shall commence to proceed with the relevant work stipulated in the change order pending

final agreement between the parties with regard to adjustment of the Contract Price and the Project Schedule.

### **8.23 Conditions for extra work/change order**

The provisions of the Contract shall apply to extra work performed as if the extra work / Change order has been included in the original Scope of work. However, the Contract Price shall increase / decrease and the Time Schedule shall be adjusted on account of the Extra work / Change orders as may be mutually agreed. The SI's obligations with respect to such work remain in accordance with the Contract.

### **8.24 Suspension of Work**

- The SI shall, if ordered in writing by MITS, temporarily suspend the works or any part thereof for such a period and such a time as ordered. The SI shall not be entitled to claim compensation for any loss or damage sustained by him by reason of temporary suspension of the Works as aforesaid. An extension of time for completion corresponding with the delay caused by any such suspension of the works as aforesaid shall be granted to the SI, if request for same is made and that the suspension was not consequent to any default or failure on the part of the SI. In case the suspension of works is not consequent to any default or failure on the part of the SI and lasts for a period of more than 2 months, the SI shall have the option to request MITS to terminate the Contract with mutual consent.
- In the event that MITS suspends the progress of work for any reason not attributable to the SI for a period in excess of 30 days in aggregate, rendering the SI to extend his performance guarantee then MITS shall bear only the cost of extension of such Bank Guarantee for such extended period restricted to the normal bank rates as applicable in the international banking procedures subject to the SI producing the requisite evidence from the bank concerned.

### **8.25 Completion of Contract**

Unless terminated earlier, the Contract shall terminate on the completion of term as specified in the Contract.

### **8.26 Payment schedule/ Terms of Payment**

The fee amount will be equal to the amount specified in Format for Tender Response – Financial Bid. The basis of payment will be the actual items and quantities of work ordered and executed, and valued at the rates and prices tendered in the priced Bill of Quantities. Payments will be released only on satisfactory acceptance of the deliverables for each task

as per the following schedule:

S. No.	Project Component	Deliverables	Timeline (Max Limit)	Payment
1	Delivery of all the equipment as per the work order	All hardware delivery	Within 90 days from Agreement Signing	40 % of the Phase I Cost
2	Development and deployment of the AUA/KUA solution with ADV Successful Installation, Integration, Configuration, and Deployment of all hardware. and software components, and the final acceptance test report. Security audit completion of the solution as per UIDAI guidelines and receipt of production license from UIDAI		Within 225 days from Agreement	20% of the Phase I Cost
3	<b>“Go-Live”</b>  Integration of at least one scheme to be onboarded on Meghalaya AUA/KUA with the ADV solution	Successful running of the scheme integrated with AUA/KUA with ADV	Within 45 days from Sr. no. 2	20% of the Phase I cost
4	Warranty and O&M of 2 years + O&M of 1 Year	Smooth running of the Project	Starting from <b>“Go- Live”</b> & UAT	20% of the Phase I Cost – payable on a quarterly basis after deduction of SLA, if any. 1.66% of the total contract value for 12 quarters

**Note: The amount of the Quarterly Guaranteed Revenue (QGR) for Support & Maintenance will be paid after raising invoices at the end of each quarter. While making QGR payment, the applicable penalties shall be deducted as per the SLA applicable.**

## **8.27 Events of Default by the Implementation Agency**

- The failure on the part of the successful bidder to perform any of its obligations or comply with any of the terms of this Contract shall constitute an Event of Default. The events of default as mentioned above may include, but not limited to, inter alia, the following:
- The successful bidder has failed to perform any instructions or directives issued by MITS which it deems proper and necessary to execute the scope of work under the Contract; or
  - The successful bidder has failed to adhere to any of the key performance indicators as laid down in the Key Performance Measures / Contract or if the successful bidder has fallen short of matching such standards/targets as MITS may have designated with respect to any task necessary for the execution of the scope of work under this Contract. The above- mentioned failure on the part of the successful bidder may be in terms of failure to adhere to timelines, specifications, requirements or any other criteria as defined by MITS; or
  - The successful bidder has failed to remedy a failure to perform its obligations in accordance with the specifications issued by MITS despite being served with a default notice which laid down the specific deviance on the part of the successful bidder to comply with any stipulations or standards as laid down by MITS; or
  - The successful bidder has failed to conform with any of the Service/Facility Specifications/ Standards as set out in the Scope of Work of this Tender Document or has failed to adhere to any amended direction, modification or clarification as issued by MITS during the term of this Contract and which MITS deems proper and necessary for the execution of the Scope of Work under this Contract; or
  - The successful bidder has failed to demonstrate or sustain any representation or warranty made by it in this Contract with respect to any of the terms of its Bid or the Tender and this Contract; or
  - There is a proceeding for bankruptcy, insolvency, winding up or there is an appointment of receiver, liquidator, assignee, or similar official against or in relation to the successful bidder; or
  - The successful bidder has failed to comply with or is in breach or contravention of any applicable laws
  - Where there has been an occurrence of such defaults inter alia as stated above, MITS shall issue a notice of default to the successful bidder, setting



out specific defaults/deviances/omissions and providing a notice of Sixty (60) days to enable such defaulting party to remedy the default committed.

### **8.28 Consequences in Event of Default**

- Where an Event of Default subsists or remains uncured beyond a permissible or reasonable time, MITS may/shall be entitled to the following:
  - For cases where permissible time is not indicated in the contract, MITS will decide, at its discretion, the quantum of reasonable time to cure the default
  - MITS may impose any such obligations and conditions and issue any clarifications as may be necessary to inter alia ensure smooth continuation of Services and the project, which the successful bidder shall be obliged to comply with. This may include unilateral re- determination of the consideration payable to the successful bidder hereunder. The successful bidder shall, in addition, take all available steps to minimise loss resulting from such an event of default
- MITS may, by a written notice of suspension to the successful bidder, suspend all payments to the successful bidder under the Contract, provided that such notice of suspension:
  - Shall specify the nature of the failure, and
  - Shall request the successful bidder to remedy such failure within a specified period from the date of receipt of such notice of suspension
  - MITS reserves the right to terminate the contract with 30 days' notice

### **8.29 Termination of Contract**

- Retain such amounts from the payment due and payable by the MITS to the successful bidder as may be required to offset any losses caused to MITS as a result of such event of default, and the successful bidder shall compensate MITS for any such loss, damages or other costs, incurred by MITS in this regard. Nothing herein shall affect the continued obligation of other members of its Team to perform all their obligations and responsibilities under this Contract identically as were being performed before the occurrence of the default
- Invoke the Performance Bank Guarantee and other Guarantees furnished hereunder, enforce the Deed of Indemnity, recover such other costs/losses and other amounts from the successful bidder that may have resulted from such default, and pursue such other rights and/or remedies that may be available to MITS under law.

### **8.30 Penalty**

Commencement of activities and ongoing performance and service levels shall be as per

timelines and parameters stipulated by MITS in this contract, failing which MITS may, at its discretion, impose penalties on the successful bidder as defined in the Service Level Agreement of this RFP document.

### **8.31 Force Majeure**

- Force Majeure shall not include any events caused by acts/omissions of such Party or resulting from a breach/contravention of any of the terms of the Contract, Bid and/or the Tender. It shall also not include any default on the part of a Party due to its negligence or failure to implement the stipulated/proposed precautions, as were required to be taken under the Contract.
- The failure or occurrence of a delay in performance of any of the obligations of either party shall constitute a Force Majeure event only where such failure or delay could not have reasonably been foreseen or where despite the presence of adequate and stipulated safeguards the failure to perform obligations has occurred. In such an event, the affected party shall inform the other party in writing within five days of the occurrence of such event. MITS will make the payments due for Services rendered till the occurrence of Force Majeure. However, any failure or lapse on the part of the successful bidder in performing any obligation as is necessary and proper to negate the damage due to projected force majeure events or to mitigate the damage that may be caused due to the abovementioned events or the failure to provide adequate disaster management/recovery or any failure in setting up a contingency mechanism would not constitute force majeure, as set out above.
- In case of a Force Majeure, all Parties will endeavor to agree on an alternate mode of performance in order to ensure the continuity of service and implementation of the obligations of a party under the Contract and to minimise any adverse consequences of Force Majeure.

### **8.32 Liquidated Damages**

MITS may, without prejudice to its right to affect recovery by any other method, deduct the amount of liquidated damages from any money belonging to the successful bidder in its hands (which includes the MITS right to claim such amount against the successful bidder's Bank Guarantee) or which may become due to the successful bidder. Any such recovery or liquidated damages shall not in any way relieve the successful bidder from any of its obligations to complete the Works or from any other obligations and liabilities under the Contract.

### **8.33 Dispute Resolution**

- MITS and the successful bidder shall make every effort to resolve amicably by direct informal negotiations any disagreement or disputes arising between them under or

in connection with the Contract

- If, after thirty (30) days from the commencement of such direct informal negotiations, MITS and the successful bidder have been unable to resolve amicably a Contract dispute, either party may require that the dispute be referred for resolution to the formal mechanism specified in the clauses below clauses
- In the case of a dispute or difference arising between MITS and the successful bidder relating to any matter arising out of or connected with this Contract, such dispute or difference shall be referred to the award of two Arbitrators. One Arbitrator to be nominated by MITS and the other to be nominated by the successful bidder or in case of the said Arbitrators not agreeing then to the award of an Umpire to be appointed by the Arbitrators in writing before proceeding with the reference and in case the Arbitrators cannot agree to the Umpire he may be nominated by the Secretary, Indian Council of Arbitration,
- The Arbitration and Conciliation Act 1996, the rules thereunder and any statutory modification or reenactments thereof shall apply to the arbitration proceedings.
- The venue of arbitration shall be Shillong, Meghalaya, India
- MITS may terminate this contract by giving a written notice of termination of a minimum of 30 days to the successful bidder
- Continuance of the Contract:  
Notwithstanding the fact that settlement of dispute(s) (if any) under arbitration may be pending, the parties hereto shall continue to be governed by and perform the work in accordance with the provisions under the Scope of Work to ensure continuity of operations.

### **8.34 Conflict of Interest**

The successful bidder shall disclose to MITS in writing, all actual and potential conflicts of interest that exist, arise or may arise in the course of performing the services as soon as practically possible after it becomes aware of that conflict.

### **8.35 Severance**

In the event any provision of this Contract is held to be invalid or unenforceable under the applicable law, the remaining provisions of this Contract shall remain in full force and effect.

### **8.36 Governing Language**

The Agreement shall be written in the English language. Language of the Agreement shall govern its interpretation. All correspondence and other documents about the Contract that are exchanged by the parties shall be written in the English language only.

### **8.37 “No Claim” Certificate**

The successful bidder shall not be entitled to make any claim, whatsoever against MITS under or by virtue of or arising out of this contract, nor shall MITS entertain or consider any such claim, if made by the successful bidder after he shall have signed a “No claim” certificate in favor of MITS in such forms as shall be required by MITS after the works are finally accepted.

### **8.38 Publicity**

The successful bidder shall not make or permit to be made a public announcement or media release about any aspect of this Contract unless MITS first gives the successful bidder its written consent.

### **8.39 Response to RFP**

The successful bidder is required to furnish the necessary certificates/proofs from clients as mentioned in the RFP response format during the process of bidding. If the necessary proofs cannot be obtained from the client, then reasons for non-procurement need to be clearly stated. It is left to the discretion of MITS to deem the claim as valid. The proofs submitted by the successful bidder which are deemed invalid by MITS may lead to disqualification of the bidder from the bidding process.

### **8.40 Modification to the Contract agreement**

Any modification of this Contract agreement shall be in writing and signed by an authorized representative of each party.



## 9. Section IX – Format of Response to Tender: Technical Bid

To,

Member Secretary  
MITS, Meghalaya

Sir,

**Subject: Selection of System Integrator for Supply, Commissioning, Testing, Integration and Operation & Maintenance of AUA/KUA Solution with Aadhaar Data Vault for the Government of Meghalaya**

**Reference:** Tender No: <Tender Reference Number> Dated <dd/mm/yyyy>

We, the undersigned Bidders, having read and examined in detail all the Tender documents, do hereby propose to provide the services as specified in the Tender document number <Tender Reference Number> Dated <dd/mm/yyyy>, along with the following:

1. Earnest Money Deposit (EMD)
2. We have paid an EMD of Rs. ....../- (Rupees .....only). This EMD is liable to be forfeited in accordance with the provisions of *the General Conditions of the Contract*.
3. Deviations: We declare that all the services shall be performed strictly in accordance with the Tender documents except for the variations, assumptions and deviations, all of which have been detailed out exhaustively in the following statements, irrespective of whatever has been stated to the contrary anywhere else in our Tender:
  - a. Statement of Deviations from Tender Terms and Conditions is as specified in General Terms and Conditions
4. Further we agree that additional conditions or assumptions, if any, found in the Tender documents other than those stated in deviation schedule shall not be given effect to.
5. Performance Security: We hereby declare that in case the contract is awarded to us; we shall submit the Performance Bank Guarantee (PBG) in the form prescribed in the RFP.
6. Bid Validity Period: We agree to abide by this Bid for a period of 180 days after the date fixed for Bid opening or for any further period for which Bid validity has been extended and it shall remain binding upon us and Bid may be accepted at any time

before the expiration of that period.

We hereby declare that our Bid is made in good faith, without collusion or fraud and the information contained in the Bid is true and correct to the best of our knowledge and belief.

We understand that our Bid is binding on us and that you are not bound to accept a Bid you receive.

Thanking you, Yours faithfully,

(Signature of the Bidder)

Printed Name

Designation

Seal

Date:

Business Address:

## 10. Section X – Format of Response to Tender: Financial Bid

Filled the BoQ to be uploaded online on <https://Meghalayatenders.gov.in>

To,  
Member Secretary  
MITS, Meghalaya

Sir,

**Subject: *Selection of System Integrator for Supply, Commissioning, Testing, Integration and Operation & Maintenance of AUA/KUA Solution with Aadhaar Data Vault for the Government of Meghalaya***

**Reference:** Tender No: <Tender Reference Number> Dated <dd/mm/yyyy>

We, the undersigned Bidder, having read and examined in detail all the Tender documents in respect of ***Selection of System Integrator for Supply, Commissioning, Testing, Integration and Operation & Maintenance of AUA/KUA Solution with Aadhaar Data Vault for Government of Meghalaya*** do hereby propose to provide services as specified in the Tender documents number <Tender Reference Number> Dated <dd/mm/yyyy>

### 1. Price And Validity

- All the prices mentioned in our Tender are in accordance with the terms as specified in the Tender documents. All the prices and other terms and conditions of this Tender are valid for a period of 180 calendar days from the date of opening of the Tenders.
- We hereby confirm that our Tender prices include all taxes. However, all the taxes are quoted separately under relevant sections.
- We have studied the clause relating to Indian Income Tax and hereby declare that if any income tax, surcharge on Income Tax, Professional and any other corporate Tax in dispute under the law, we shall pay the same.

### 2. Unit Rates

We have indicated in the relevant schedules enclosed the unit rates for on account of payment as well as for price adjustment in case of any increase to / decrease in the scope of work under the contract.

### 3. Deviations

We declare that all the services shall be performed strictly in accordance with the Tender documents, except for the variations and deviations, all of which have been detailed out exhaustively in the following statement, irrespective of whatever has been stated to the contrary anywhere else in our Bid.



Further, we agree that additional conditions, if any, found in the Tender documents, other than those stated in the deviation schedule, shall not be given effect to.

4. Tender Pricing

We further confirm that the prices stated in our Bid are in accordance with your Instruction to Bidders included in the Tender documents.

5. Qualifying Data

We confirm having submitted the information as required by you in your Instruction to Bidders. In case you require any further information/documentary proof in this regard before the evaluation of our Tender, we agree to furnish the same in time to your satisfaction.

6. Bid Price

We declare that our Bid Price is for the entire scope of the work as specified in the Schedule of Requirements and Tender documents. These prices are indicated as part of the Tender.

We hereby declare that our Tender is made in good faith, without collusion or fraud, and the information contained in the Tender is true and correct to the best of our knowledge and belief.

We understand that our Tender is binding on us and that you are not bound to accept a Tender you receive.

We confirm that no technical deviations are attached to this commercial offer.

Thanking you,  
Yours faithfully,

(Signature of the Bidder)

Printed Name

Designation

Seal

Date:

Business Address:

## **Summary of Cost Components**

All unit rates indicated in the schedules shall be inclusive, not limited to supply, installation,

duties, transport, packing and transit insurance charges, etc. Taxes shall be indicated under the relevant column in the schedules.

Sl. No.	Item	Total Price	Total Price in words
1	Cost of Software Solution, equipment, including supply, installation, duties, transport, packing and transit insurance charges, manpower, taxes, 2 years warranty, among others		
3.	Warranty O&M cost per year for the first 2 Years post Go-Live		
4.	AMC cost for 3 <sup>rd</sup> Year post O&M		

## 11. Section XI – ANNEXURES

### Annexure - I: Bidding Document Acknowledgement Form

Dated:

To,  
Member Secretary  
MITS, Meghalaya

Dear Sir,

We hereby acknowledge receipt of a complete set of Bidding Documents consisting of Annexures (along with their Appendices) enclosed with the "Invitation for Bid" pertaining to providing services against tender no. \_\_\_\_\_.

We have noted that the closing date for receipt of the tender by < State> is \_\_\_\_\_ at < > hrs. (IST) and opening at < > hrs. (IST) on the same day.

We guarantee that the contents of the above-mentioned Bidding Documents will be kept confidential within our organization and the text of the said documents shall remain the property of < State>, and that the said documents are to be used only for the purpose intended by < State>.

Our address for further correspondence on this tender will be as follows:

Telex no: .....

Fax no: ..... Telephone no: .....

Personal attention of: .....

(if required)

Yours faithfully,

(Bidder)

## **Annexure - II: Proforma of Bank Guarantee towards Performance Security**

### **PERFORMANCE GUARANTEE**

Ref. No. \_\_\_\_\_ Bank Guarantee No \_\_\_\_\_

Dated \_\_\_\_\_

To,  
Member Secretary  
MITS, Meghalaya

Dear Sir,

In consideration of Member Secretary, MITS, Meghalaya (hereinafter referred to as '< >', which expression shall, unless repugnant to the context or meaning thereof, include all its successors, administrators, executors and assignees) after receipt of the work order dated \_\_\_\_\_ with M/s \_\_\_\_\_ having its registered/head office at

\_\_\_\_\_ (hereinafter referred to as the 'Agency') which expression shall, unless repugnant to the context or meaning thereof include all its successors, administrators, executors and assignees) and MITS having agreed that the Agency shall furnish to MITS a performance guarantee for Indian Rupees \_\_\_\_\_ for the faithful performance of the entire Agency.

2. We (name of the bank) \_\_\_\_\_ registered under the laws of \_\_\_\_\_ having head/registered office at \_\_\_\_\_ (hereinafter referred to as "the Bank", which expression shall, unless repugnant to the context or meaning thereof, include all its successors, administrators, executors and permitted assignees) do hereby guarantee and undertake to pay immediately on first demand in writing any /all moneys to the extent of Indian Rupees. (in figures) \_\_\_\_\_ (Indian Rupees (in words) \_\_\_\_\_) without any demur, reservation, contest or protest and/or without any reference to the Agency. Any such demand made by MITS on the Bank by serving a written notice shall be conclusive and binding, without any proof, on the bank as regards the amount due and payable, notwithstanding any dispute(s) pending before any Court, Tribunal, Arbitrator or any other authority and/or any other matter or thing whatsoever, as liability under these presents being absolute and unequivocal. We agree that the guarantee herein contained shall be irrevocable and shall continue to be enforceable until it is discharged by MITS in writing. This guarantee shall not be determined, discharged or affected by the liquidation, winding up, dissolution or insolvency of the Agency and shall remain valid, binding and operative against the bank.

3. The Bank also agrees that MITS at its option shall be entitled to enforce this Guarantee against the Bank as a principal debtor, in the first instance, without proceeding against the Agency and notwithstanding any security or other guarantee that MITS may have in relation to the AGENCY liabilities.

4. The Bank further agrees that MITS shall have the fullest liberty without our consent and without affecting in any manner our obligations hereunder to vary any of the terms and conditions of the said Agency or to extend time of performance by the said Agency from time to time or to postpone for any time or from time to time exercise of any of the powers vested in MITS against the said Agency and to forbear or enforce any of the terms and conditions relating to the said agreement and we shall not be relieved from our liability by reason of any such variation, or extension being granted to the said Agency or for any forbearance, act or omission on the part of < State> or any indulgence by MITS to the said Agency or any such matter or thing whatsoever which under the law relating to sureties would, but for this provision, have effect of so relieving us.

5. The Bank further agrees that the Guarantee herein contained shall remain in full force during the period that is taken for the performance of the CONTRACT and all dues of < State> under or by virtue of this CONTRACT have been fully paid and its claim satisfied or discharged or till MITS discharges this guarantee in writing, whichever is earlier.

6. This Guarantee shall not be discharged by any change in our constitution, in the constitution of < State> or that of the Agency.

7. The Bank confirms that this guarantee has been issued with observance of appropriate laws of the country of issue.

8. The Bank also agrees that this guarantee shall be governed and construed in accordance with Indian Laws and subject to the exclusive jurisdiction of Indian Courts of Shillong.

9. Notwithstanding anything contained herein above, our liability under this Guarantee is limited to Indian Rupees. (in figures) \_\_\_\_\_ (Indian Rupees (in words) \_\_\_\_\_) and our guarantee shall remain in force until \_\_\_\_\_ (indicate the date of expiry of bank guarantee)

Any claim under this Guarantee must be received by us before the expiry of this Bank

Guarantee. If no such claim has been received by us by the said date, the rights of < State> under this Guarantee will cease. However, if such a claim has been received by us within the said date, all the rights of <State> under this Guarantee shall be valid and shall not cease until we have satisfied that claim.

In witness whereof, the Bank through its authorized officer has set its hand and stamp on this day of \_\_\_\_\_ 2026 \_\_\_\_\_ at \_\_\_\_\_

WITNESS NO. 1

.....  
(Signature)  
Full name and official

(Signature)  
Full name, designation and  
  
Attorney as per power of  
Attorney No. ....

Dated .....

WITNESS NO. 2

.....  
(Signature)  
Full name and official Address (in legible letters)

### **Annexure - III: Format for Manufacturer Authorization Form**

Ref. No. ....

Date: .....

To,  
Member Secretary  
MITS, Meghalaya

Sub: RFP ref no:

Dear Sir,

Please refer to your Notice Inviting Tenders for **Selection of System Integrator for Supply, Commissioning, Testing, Integration and Operation & Maintenance of AUA/KUA Solution with Aadhaar Data Vault for Government of Meghalaya.**

M/S \_\_\_\_\_ (Bidder), who is our reliable distributor for the last \_\_\_\_\_ years, is hereby authorized to quote on our behalf for this prestigious tender.

We undertake the following regarding the supply of all the equipment's and related software as described in this tender.

1. It will be ensured that in the event of being awarded the contract the machines will be delivered by M/s \_\_\_\_\_ (Bidder) & maintained by M/S \_\_\_\_\_ properly as per the conditions of the contract. For this purpose, we shall provide M/S \_\_\_\_\_ (Bidder) necessary technical support including technical updates, software version updates (such as Firmware, Operating System) and upgrades, required patches, replacements & spares to the Bidder as per the RFP conditions. A signed copy of the original equipment warranty agreement (support, repair, replacement) shall be submitted to the client / purchaser at the time of installation.

2. If M/s \_\_\_\_\_ fails to maintain the hardware/ software and State is compelled to appoint an operator due to non-maintenance of the equipment supplied by us or for any other reason whatsoever, we will provide necessary support to the new operator as appointed by the State for the remaining period of the project as per the RFP and SLA signed.

3. The equipment supplied will not be under end of life/ end of sale within the

duration of the project. Also, the supplied equipment in this project shall not be declared end of support within five years of its installation (i.e., from the day of Final Acceptance Test approval by the State). In case it happens M/s \_\_\_\_\_ will have to replace that equipment with equivalent new equipment.

4. If due to any reason whatsoever, the tie up between our Company & M/S \_\_\_\_\_ (Bidder) breaks down subsequently or supply/ installation does not take place for a reason not attributable to State, alternative arrangements as prescribed in earlier points will apply.

Yours faithfully,  
(NAME)  
(Name of manufacturers)

Note: This letter of authority shall be on the letterhead of the manufacturer and shall be signed by a person competent and having the power of attorney to bind the manufacturer. It shall be included by the Bidder in the Technical Bid and the same will be part of technical evaluation criteria. The bidder must submit MAF for all the items listed in the BOQ, in absence of the same the bid will be summarily rejected.



## Annexure - IV: Covering Letter

On Bidders Letter Head

To,

The Director

Meghalaya Information Technology Society (MITS)

Secretariat Hills, Meghalaya Secretariat  
Shillong: 793001

Dear Sir,

**Sub: Selection of System Integrator for Supply, Commissioning, Testing, Integration and Operation & Maintenance of AUA/KUA Solution with Aadhaar Data Vault for Government of Meghalaya.**

We have examined the Tender and we offer to Design, Supply, Installation, Configuration, Customization, Operations and Maintenance of Aadhaar based Authentication & e-KYC Software comprising of AUA/KUA Platform with all requisite hardware and software as per the terms and conditions and technical specifications spelt out, and in accordance with the schedule of prices indicated in the commercial bid and made part of this offer/bid.

We confirm that the prices quoted by us in the "Financial Bid" are firm and shall not be subject to any variation for the entire period of the contract

We agree to abide by providing a warranty for two (2) years, followed by a successive Annual Maintenance Contract (AMC) for One(1) more Year from the date of the contract for Aadhaar-based Authentication & e-KYC Software, comprising the AUA/KUA Platform with all requisite hardware solutions.

Until a formal contract is prepared and executed, this offer, together with MITS's written acceptance thereof and MITS's notification of award, shall constitute a final, conclusive and binding contract between us.

We also certify that the information/data/particulars furnished in our bid are factually correct. We also accept that in the event of any information/data/particulars proving to be incorrect, MITS will have the right to disqualify us from the bid.

We understand that MITS may reject any or all of the offers without assigning any reason whatsoever. Any decision of MITS in this regard shall be final, conclusive and binding on us.

The above arrangement is binding on our successors and assigns. We agree not to assign these provisions/presents without prior written approval of MITS.

Yours faithfully,

(Signature of the Bidder)

Printed Name:

Designation:

Company Name:

Seal:

Date:

Business Address:

## **Annexure V: Declaration of Acceptance of Terms and Conditions in RFP**

(On Bidder's Letter head)

To,  
The Director  
Meghalaya Information Technology Society (MITS)  
Secretariat Hills, Meghalaya Secretariat  
Shillong: 793001

**Sub: Selection of System Integrator for Supply, Commissioning, Testing, Integration and Operation & Maintenance of AUA/KUA Solution with Aadhaar Data Vault for Government of Meghalaya.**

Ref. No.:

Dear Sir,

I have carefully gone through the Terms & Conditions contained in the RFP document [No. ....] Regarding **"Selection of System Integrator for Supply, Commissioning, Testing, Integration and Operation & Maintenance of AUA/KUA Solution with Aadhaar Data Vault for Government of Meghalaya"** and hereby declare that all the terms and conditions in this RFP are accepted and will be adhered.

Yours faithfully,

(Signature of the Bidder)

Printed Name:

Designation:

Company Name:

Seal:

Date:

Business Address

## Annexure VI: General Information about bidders

Details filled in this form must be accompanied by sufficient documentary evidence, in order to verify the correctness of the information.

SR. NO	DETAILS OF THE COMPANY	RESPONSE
<b>A</b>	Name of Company	
<b>B</b>	Company Head Office and registered office address	
<b>C</b>	Telephone and Fax numbers	
<b>D</b>	Date of incorporation. Please enclose Company Registration Certificate.	
<b>E</b>	Ownership structure (e.g. Proprietorship, Partnership, Pvt. / Pub Ltd Company)	
<b>F</b>	Company Sales Tax Number, GST registration number, & Service Tax number. Please enclose supporting document.	
<b>G</b>	Company PAN & TIN number. Please enclose supporting document.	
<b>H</b>	Please enclose financial accounts (Profit and Loss account and Balance sheet for last three financial years).	
<b>I</b>	Quality Certification Please enclose copies of Quality Certificates (ISO 9000/9001 certification)	
<b>J</b>	List of Support Centers with addresses and phone numbers	
<b>K</b>	Total strength of the Company. Bifurcation: <ul style="list-style-type: none"> <li>• Installation Team</li> <li>• Maintenance Team</li> <li>• Support Team</li> <li>• Any Other Teams</li> </ul>	

## Annexure VII: Bidder's Relevant Experience Certificate

Please provide information as per the criteria set so as to facilitate fair evaluation:

<b>Assignment Name:</b>		<b>Country:</b>	
<b>Location within Country:</b>		<b>Professional Staff Provided by your Firm / entity (profiles):</b>	
<b>Name of Client:</b>		<b>No. Of Staff:</b>	
<b>Address&amp; Contact Number:</b>		<b>No. Of Staff-Months: Duration of assignment:</b>	
<b>Start Date (Month/Year):</b>	<b>Completion Date (Month/Year):</b>	<b>Approx. Value of Services (in Rupees):</b>	
<b>Name of Associated firm (s) if any:</b>		<b>No. Of Months of Professional Staff provided by Associated firm (s):</b>	
<b>Name of senior staff (Project Director / Coordinator, Team Leader) involved and functions performed:</b>			
<b>Narrative description of Project:</b>			
<b>Description of Actual Services provided by your staff:</b>			

Note: Kindly attach work order / work completion certificate

### Annexure VIII: Particulars of key professionals

Sr.No	Name	Educational Qualification	Length of Professional Experience	Present Employment (Name of the Employer & Employed Since)	Number of Eligible Assignments

### Annexure IX: CV's of key professionals

1	Proposed Position:	
2	Name of Firm:	
3	Name of Staff:	
4	DOB:	
5	Nationality:	
6	Educational Qualification:	
7	Work Experience:	
8	Other Training:	
10	Language	
11	Detailed Task assigned:	
11	Work Undertaken that Best Illustrates Capability to Handle the Tasks Assigned	

Necessary Certificate should be provided.

I, the undersigned, certify that to the best of my knowledge and belief, this CV correctly describes my qualifications, and my experience. I understand that any willful mis statement described herein may lead to my disqualification or dismissal, if engaged.

Yours Sincerely

Name:

Designation:

Seal:

Date:

Place

## Annexure X: Power of Attorney for signing authorities

(On applicable Court Stamp Paper)

Know all men by these presents, we, (Name of Firm and address of the office) do hereby constitute,                      nominate,                      appoint                      and                      registered.                      Authorize Mr./MS..... Son/daughter/wife and presently residing at..... Who is presently employed with/ retained by us and holding the position of .....as our true and lawful attorney (hereinafter referred to as the "Authorized Representative") to do in our name and on our behalf, all such acts, deeds and things as are necessary or required in connection with or incidental to submission of our Proposal for and selection to work as Request for Proposal (RFP) **"Selection of System Integrator for Supply, Commissioning, Testing, Integration and Operation & Maintenance of AUA/KUA Solution with Aadhaar Data Vault for Government of Meghalaya"**, including but not limited to signing and submission of all applications, proposals and other documents and writings, participating in pre-bid and other conferences and providing information/ responses to the MITS, representing us in all matters before MITS, signing and execution of all contracts and undertakings consequent to acceptance of our proposal and generally dealing with the IT&C in all matters in connection with or relating to or arising out of our Proposal for the said Project and/or upon award thereof to us till the entering into of the Agreement with the MITS.

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

IN WITNESS WHEREOF WE, THE ABOVE-NAMED PRINCIPAL HAVE EXECUTED THIS POWER OF

ATTORNEY ON THIS..... DAY OF ..... , Year For.....

(Signature, name, designation and address) Witnesses:

- 1.
- 2.

Notarized Accepted

.....

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

## **Annexure XI: Undertaking for not black listed**

(On applicable Court Stamp Paper)

This is to certify that << **COMPANY NAME** >> is not blacklisted by the Government of Meghalaya or any of its agencies for any reasons whatsoever and not blacklisted by Central / any other State/UT Government or its agencies for indulging in corrupt or fraudulent practices or for indulging in unfair trade practices and not backed out from executing the work after award of the work as on date .....

Company Secretary / Authorized Signatory

Name of Signatory:

Bidder Name:

Date

Place



## 12. Section XII - Technical Specifications of Equipment

The technical specifications provided here are minimum requirements, and the bidder is required to provide all the equipment to provide the complete solution.

Compute Node			
Sl. No.	Description	Description of Quoted Product (to be filled by bidder)	Cross Reference
1.	Physical Cores- minimum 2 x 24 Cores (5th Generation or latest Intel Xeon Scalable/equivalent AMD EPYC processor with minimum 2.0 GHz speed).		
2.	RAM - minimum 512GB (DDR5)		
3.	SSD for operating system – 2x200 GB (Minimum) NVMe SSD for booting. SSD for Storage- 6 TB offered with RAID 6		
4.	Network Interface per physical Server- i) Dual port 25 Gig Ethernet Card populated with 2 nos. of 25GbE SFP28 Multimode transceivers and ii) Dual port 32Gbps FC Card populated with 32Gbps transceivers iii) 4 nos. of Multimode Patch Cords of minimum 3m length iv) 1 no. of 1GbE dedicated management interface. (Direct Attached Cables should not be proposed to meet the transceiver requirement).		
5.	Server solution should have interface for keyboard, mouse, monitor – minimum 1x VGA & 2x USB		
6.	Power supply and fans- Proposed solution should have hot swappable redundant power supply and fans to meet 100% workload with proposed components.		
7.	Should be supplied with- i) virtualization and cloud software ii) required operating system software (Windows/Linux) iii) required database software iv) host based security software required for virtual/host/guest machines.		
8.	Management – Out of Band Management with IPMI license/feature ready.		
9.	OEM Support for 5 (five) years with advance hardware replacement warranty for all proposed components, sub-components (including SSD), for entire warranty period. OEM support for 5 (five) years for proposed cloud, virtualization, security software, operating system, database software etc.		
10.	OEM should have service facility available at Shillong, Meghalaya Or should provide an undertaking that within a month of the awarding of the contract, they will start a support centre in Shillong. OR The bidder can sign an MOU with a local agency, and proof of the same needs to be furnished to MITS OR The bidder can have the local resident engineers who can address the issues as per the SLAs in the contract agreement		
11.	TAC Support in India for last 5 years		
12.	Spare warehouse should be within India		

13.	Spare parts to be made available by OEM within 7 business days from the date of call log.		
14.	Product should not be end of support by next 5 years.		
15.	19" rack mountable with rail kit		
16.	Unpriced, complete and correct Bill of Material to be submitted along with the bid, mentioning part codes of line items (hardware and proposed software), without which Bid will be rejected. No clarification/correction will be sought post submission of bid.		

Storage Node			
Sl. No.	Description	Description of Quoted Product (to be filled by bidder)	Cross Reference
1.	Physical Cores- minimum 2 x 16 Cores (5th Generation or latest Intel Xeon Scalable/AMD EPYC processor minimum 2.0 GHz speed).		
2.	RAM - minimum 256GB (DDR5)		
3.	SSD for operating system – 2x480 GB NVMe SSD for booting. SSD for Storage- 6 TB offered with RAID 6		
4.	Network Interface per physical Server- i) Dual port 25 Gig Ethernet Card populated with 2 nos. of 25GbE SFP28 Multimode transceivers and ii) Dual port 32Gbps FC Card populated with 32Gbps transceivers iii) 4 nos. of Multimode Patch Cords of minimum 3m length iv) 1 no. of 1GbE dedicated management interface. (Direct Attached Cables should not be proposed to meet the transceiver requirement).		
5.	Server solution should have interface for keyboard, mouse, monitor – minimum 1x VGA & 2x USB		
6.	Power supply and fans- Proposed solution should have hot swappable redundant power supply and fans to meet 100% workload with proposed components.		
7.	Should be supplied with- i) virtualization and cloud software (if required) ii) required operating system software (Windows/Linux) iii) required storage and backup software iv) host based security software required for virtual/host/guest machines.		
8.	Management – Out of Band Management with IPMI license/feature ready.		

9.	OEM Support for 5 (five) years with advance hardware replacement warranty for all proposed components, sub-components (including SSD), for entire warranty period. OEM support for 5 (five) years for proposed storage, backup, security software, operating system etc.		
10.	OEM should have service facility available at Shillong, Meghalaya Or should provide an undertaking that within a month of the awarding of the contract, they will start a support centre in Shillong. OR The bidder can sign an MOU with a local agency, and proof of the same needs to be furnished to MITS OR The bidder can have the local resident engineers who can address the issues as per the SLAs in the contract agreement		
11.	TAC Support in India for last 5 years		
12.	Spare warehouse should be available within India		
13.	Spare parts to be made available by OEM within 7 business days from the date of call log.		
14.	Product should not be end of support by next 5 years.		
15.	19" rack mountable with rail kit		
16.	Unpriced, complete and correct Bill of Material to be submitted along with the bid, mentioning part codes of line items (hardware and proposed software), without which Bid will be rejected. No clarification/correction will be sought post submission of bid.		

HSM Device			
Sl.	Minimum Specification	Description of Quoted Product (to be filled by bidder)	Cross Reference
<b>Generic Requirements</b>			
1	The required HSM must be rack mountable and rack mount kit and other required accessories must be supplied along.		
2	HSM and all the components thereof must have provision for redundant/dual power supply		
3	Should comply to standards FIPS 140-2 Level 3 with OEM name in the certification and the certificate should be submitted.		
4	Key Exchange Symmetric Algorithm: AES, Triple DES (No separate license of Algorithms to be charged)		
5	Support for PKCS#11, CAPI, OpenSSL, JCE/JCA or equivalent, Rest API		
6	Support for Hash Message Digest HMAC, SHA1 SHA2, SHA-3 etc.		

7	Support for various cryptographic algorithms from day 1: Asymmetric Key RSA (1024-4096 bits), DH etc. Symmetric: AES, Triple DES, DES, etc.		
8	Should be able to integrate with REST APIs/equivalent for encryption and decryption of data		
9	Keys must be stored and protected in Crypto memory of hardware within FIPS boundary of HSM		
10	Onboard key generation, signing inside the HSM		
11	HSM should be scalable to support more signatures per second i.e. usable in cluster mode		
12	Appliance shall be network (TCP / IP) based appliance and must work as cluster		
13	Support for multi factor authentication (Remote and Local)		
14	The HSM Device quoted should be compatible with all the Class-II & Class-III DSC (Digital Signature Certificate) issued from all the Indian CAs (Certified Authorities).		
15	Synchronization of keys between HSMs on real-time basis		
16	Storing of event-based audit logs and standard mechanisms for viewing logs		
17	Should comply with the UIDAI Security Standards and guidelines		
18	Should integrate with UIDAI Proposed Authentication Services and AADHAAR Data Vault Applications		
19	Should support Operating System -Windows/Linux Virtualization – VMware/Hyper-V/Xen/KVM		
20	Key rotation/derivation feature		
21	Key Wrapping feature		
22	The Random Number Generation: The HSM must feature an internal Hybrid Random Number Generator (HRNG) consisting of a FIPS-validated physical hardware noise source (True RNG / Entropy Source). The generator must comply with NIST SP 800-90A/B and be certified to AIS 20/31 (DRG.4 or PTG.2/3) or equivalent Common Criteria standards to guarantee high-entropy cryptographic key generation.		
25	Security Considerations <ul style="list-style-type: none"> <li>• FIPS 140-2 Level 3 – Password and Multi-Factor</li> <li>• Qualified Signature or Seal Creation Device (QSCD)</li> <li>• Common Criteria EAL4+</li> <li>• Common Criteria Scheme Host Interface</li> <li>• 4x1Gbps connectivity OR 2 x 10G fiber network connectivity and 2 x 1Gbps ethernet ports</li> <li>• IPv4 and IPv6</li> </ul>		

26	Safety & Environmental Compliance • BIS certified.		
27	• Dual hot-swap power supplies • Field-serviceable components		
28	5 years OEM advance hardware replacement warranty. 5 years support, subscription/license (in any)		
29	HSM OEM must have India number with support based in India		
30	OEM must have sold the General Purpose HSM in last 3 years to Government (Central/State) /PSU / PSB or public listed company		
31	The HSM must be logically isolated for each requesting entity independently.		

Server Load Balancer with Web Application Firewall			
Sl. No	Minimum Specification	Description of Quoted Product (to be filled by bidder)	Cross Reference
1	OEM should have TAC in INDIA.		
2	Traffic Ports supported: 4 x 1G RJ45 and 8 X 10G SFP+ port with 10G multimode transceivers. Device L7 Throughput: 1Gbps Layer 4 connections per second: 100K CPS Layer 7 connections per second: 100K CPS Layer 4 concurrent connections: 1 Million		
3	The proposed Appliance should be equipped with multicore CPU, 16GB of Memory, Storage of 200GB SSD and Dual Power Supply from Day 1.		
4	The proposed appliance should support the below metrics or equivalent methods: — Minimum Misses, — Hash, — Persistent Hash, — Weighted Hash, — Least Connections, — Least Connections Per Service, — Round-Robin, — Response Time, — Bandwidth, etc		
5	Following Server Load Balancing Topologies should be supported: • Client Network Address Translation (Proxy IP) • Mapping Ports • Direct Server Return • Direct Access Mode • Assigning Multiple IP Addresses • Immediate and Delayed Binding		

6	The proposed device should support 5 Virtual Instance from Day 1  The Proposed Appliance should support Standalone as well as Virtualized Mode (Bidder may be asked to demonstrate this feature during Technical Evaluation).		
7	The proposed device should support standard VRRP/equivalent		
8	Device should be accessed through the below: • Using the CLI • Using SNMP • REST API • Using the Web Based Management		
9	The proposed appliance should have independent third-party verification demonstrating WAF functionality covering all the OWASP Top 10 attack categories		
10	5 years OEM advance hardware replacement warranty.  5 years support, subscription/license (in any)		

Next Generation Firewall			
Sl. No.	Minimum Specification Requirements	Description of Quoted Product (to be filled by bidder)	Cross Reference
1	Should be listed in the top quadrant of the Security Value Map (SVM) of last published NSS Labs report for Next Generation Firewall (NGFW)		
2	ICSA, Common Criteria certified models should be quoted		
3	Multi-core CPUs to protect & scale against dynamic latest security threats.		
4	16 GB Memory (DRAM) from day one.		
5	Proposed NGFW appliance must have minimum internal storage of minimum 120 GB for storing event logs.		
6	4 x 1G RJ45/SFP(loaded with multimode transceivers) and 4 X 10G SFP+ port with 10G multimode transceivers		
7	Dedicated Management and Console Interfaces (RJ45) in addition to requested data interfaces from day 1		
8	Threat prevention throughput minimum 1 Gbps in real world /production environment with Application control, IPS, antivirus, Zeroday protection.		
9	Minimum IPsec VPN throughput – 1 Gbps		
10	Minimum client agent tunnels (SSL, IPSec, and IKE V1 & V2 supported with XAUTH) – 500 from day 1		
11	Proposed appliance should support Minimum New sessions per second –10000		

12	Proposed appliance should support Minimum Concurrent Connections – 100,000		
13	Should support Active/Active and Active/Passive from day one		
14	The proposed firewall shall support Dual Stack IPv4 / IPv6 application control and threat inspection support in:		
15	- Tap Mode		
16	- Transparent mode (IPS Mode)		
17	- Layer 2		
18	- Layer 3		
19	- Should be able operate mix of multiple modes		
	<b>Threat Protection Feature</b>		
20	Should support protocol decoder-based analysis stateful decodes the protocol and then intelligently applies signatures to detect network and application exploits		
21	Intrusion prevention signatures should be built based on the vulnerability itself; A single signature should stop multiple exploits attempts on a known system or application vulnerability.		
22	Should block known network and application-layer vulnerability exploits		
23	The proposed firewall shall perform content-based signature matching beyond the traditional hash base signatures		
24	The proposed firewall shall have on box Anti-Virus/Malware, Anti Spyware signatures and should have minimum signatures update window of everyone hour		
25	All the protection signatures should be created by vendor based on their threat intelligence and should not use any 3 <sup>rd</sup> party IPS or AV engines.		
27	Should be able to perform Anti-virus scans		
28	Should support DNS traps or equivalent for malicious DNS request from inside hosts to outside bad domains and should be able to integrate and query third party external threat intelligence databases to block or sinkhole bad IP address, Domain and URLs		
29	Should be able to call 3 <sup>rd</sup> party threat intelligence data on malicious IPs, URLs and Domains to the same firewall policy to block those malicious attributes and list should get updated dynamically with latest data		
30	Vendor should automatically push dynamic block list with latest threat intelligence database on malicious IPs, URLs and Domains to the firewall policy as an additional protection service		

31	Solution must prevent sensitive information such as credit card or social security numbers from leaving a protected network from day one. It should also allows administrator to filter on key words, such as a sensitive project name or the word confidential.		
34	Automatically identify and block phishing sites		
35	Prevent users from submitting credentials to phishing sites		
36	Prevent the use of stolen credential		
	<b>Advanced Persistent Threat (APT) Protection</b>		
37	This APT Protection solution should have unknown malware analysis service.		
38	Advanced unknown malware analysis engine should be capable of machine learning with static analysis and dynamic analysis engine with custom-built virtual hypervisor analysis environment		
39	Advance unknown malware analysis engine with real hardware, detecting VM-aware malware to detect and protect from virtual sandbox evading advance unknown malware		
40	Solution should detonate evasive threats in a real hardware environment, entirely removing an adversary's ability to deploy anti-VM analysis techniques		
41	Solution should extracts key features from the content and evaluates it against a model to determine its maliciousness.		
42	Cloud based unknown malware analysis service should be certified with SOC2 or any other Data privacy compliance certification for customer data privacy protection which is uploaded to unknown threat emulation and analysis		
43	Cloud base unknown malware analysis service should be able to perform dynamic threat analysis on such as EXEs, DLLs, ZIP files, PDF documents, Office Documents, Java, Android APKs, Adobe Flash applets, Web pages that include high-risk embedded content like JavaScript, Adobe Flash files and DMG file types		
44	Should support Fileless attack/script detection to identify potentially malicious scripts, such as JScript and PowerShell.		
45	Should support Machine learning based capabilities which extracts thousands of unique features from each file, training a predictive machine-learning model to identify new malware, which is not possible with static or dynamic analysis alone.		
46	Should be able to block unknown malicious executables and PowerShell attacks.		
47	Solution must have the ability to automatically analyze advanced threats in real hardware systems.		



48	Advance unknown malware analysis engine should be able to create automated high-fidelity signature for command and control connections and spyware to inspect command and control http payload to create one to many payload base signatures protection from multiple unknown spyware and command and control channels using single content based signature		
49	The protection signatures created for unknown malware emulation should be payload or content based signatures that could block multiple unknown malware that use different hash but the same malicious payload.		
50	<b>SSL/SSH Decryption</b>		
51	The proposed firewall shall be able to identify, decrypt and evaluate SSL traffic in an outbound connection (forward-proxy)		
52	The proposed firewall shall be able to identify, decrypt and evaluate SSL traffic in an inbound connection		
53	The proposed firewall shall be able to identify, decrypt and evaluate SSH Tunnel traffic in an inbound and outbound connections		
54	The NGFW shall support the ability to have a SSL inspection policy differentiate between personal SSL connections i.e. banking, shopping, health and non-personal traffic		
55	SSL decryption must be supported on any port used for SSL i.e. SSL decryption must be supported on non-standard SSL port as well		
56	The NGFW shall support TLS version 1.3		
	<b>Network Address Translation</b>		
57	The proposed firewall must be able to operate in routing/NAT mode		
58	The proposed firewall must be able to support Network Address Translation (NAT)		
59	The proposed firewall must be able to support Port Address Translation (PAT)		
60	The proposed firewall shall support Dual Stack IPv4 / IPv6 (NAT64, NPTv6)		
61	Should support Dynamic IP reservation, tunable dynamic IP and port over subscription		
	<b>IPv6 Support</b>		
63	L2, L3, Tap and Transparent mode		
64	Should support on firewall policy with User and Applications		
65	Should support SSL decryption on IPv6		
66	Should support SLAAC Stateless Address Auto configuration		
	<b>Routing and Multicast support</b>		

67	The proposed firewall must support the following routing protocols:		
	- Static		
	- RIP V1/V2		
	- OSPFv2/v3 with graceful restart		
	- BGP v4 with graceful restart		
68	Policy-based forwarding		
69	PIM-SM, PIM-SSM, IGMP v1, v2, and v3		
70	Bidirectional Forwarding Detection (BFD)		
	<b>Authentication</b>		
71	should support the following authentication protocols:		
	- LDAP		
	- Radius (vendor specific attributes)		
	- Token-based solutions (i.e. Secure-ID)		
	- Kerberos		
72	The proposed firewall's SSL VPN shall support the following authentication protocols		
	- LDAP		
	- Radius		
	- Token-based solutions (i.e. Secure-ID)		
	- Kerberos		
	- SAML		
	- Any combination of the above		
	<b>Monitoring, Management and Reporting</b>		
73	Should support on device or centralized management with complete feature parity on firewall administration		
74	Should have real time logging based on all Traffic, Threats, User IDs, URL filtering, Data filtering, Content filtering, unknown malware analysis, Authentication, Tunneled Traffic and correlated log view base on other logging activities		
75	Should support the report generation on a manual or schedule (Daily, Weekly, Monthly, etc.) basis		
76	Should allow the report to be exported into another format such as PDF, HTML, CSV, XML etc.		
77	Should have built in report templates based on Applications, Users, Threats, Traffic and URLs		
78	Should be able to create reports based on user activity		
79	Should be able to create custom report based on custom query base any logging attributes		
80	On device management service should be able to provide all the mentioned features in case of central management server failure.		
81	Original Manufacturer Authorization Certificate to be submitted along with the bid		

82	5 Years support bundle including parts with 24x7x365 days TAC support, RMA, software updates and subscription update support.		
83	The NGFW should be proposed with 5-year subscription licenses for NGFW, NGIPS, SSL VPN, Anti-Virus, Anti Malware, Anti Spyware, Zero Day Protection		

Router			
Sl. No.	Minimum Specification	Description of Quoted Product (to be filled by bidder)	Cross Reference
1	4 nos. of Gigabit Ethernet (10 / 100 / 1000 Base-T) Interface Ports		
2	2 nos. of SFP ports populated with single mode transceivers	-	
3	200 Mbps packet forwarding throughput		
4	Should have Redundant Power Supply		
5	Static routes, RIPv1 and RIPv2, BGP, OSPF, IS-IS, IGMv3, MPLS, VRF from day 1.		
6	SNMP, Remote Monitoring (RMON), syslog, IP Flow Information Export		
7	QOS: support Class-Based Weighted Fair Queuing (CBWFQ) WRED Hierarchical QoS for Traffic Management inspections QoS classification with TCP Application traffic.)		
8	IPv6 Ready3. IPv6: OSPFv3 and static routers ipv6 Routing IPv6 Multicast IPv6 QoS IPv6 VPN over MPLS		
9	Firmware should have security certification		
10	5 years advance hardware replacement OEM Warranty		

Server Switch			
Sl. No.	Minimum Specification	Description of Quoted Product (to be filled by bidder)	Cross Reference
1	16 nos. 25Gbps ports (fully loaded with 25Gbps multimode transceivers) 4x10Gbps ports (fully loaded with 10Gbps multimode transceivers)		
2	8GB RAM, 32MB buffer		
3	Wire rate packet forwarding throughput		
4	Should have Redundant Power Supply		
5	Static routes, RIPv1 and RIPv2, BGP, OSPF, IS-IS, IGMv3,VRF		
6	SNMP, syslog		

7	QOS: support Class-Based Weighted Fair Queuing (CBWFQ WRED Hierarchical QoS for Traffic Management inspections QoS classification with TCP Application traffic.)		
8	IPv6 Ready IPv6: OSPFv3 and static routers ipv6 Routing, IPv6 Multicast, IPv6 QoS, IPv6 VPN over MPLS		
9	Firmware should have security certification		
10	5 years advance hardware replacement OEM Warranty		

Server Rack			
Sl. No	Minimum Specification	Description of Quoted Product (to be filled by bidder)	Cross Reference
<b>A</b>	<b>Server Rack Enclosure</b>		
	UL listed Server Racks		
	Size - Minimum. 600 mm (W) x 1200 mm (D) {not more than 2000 mm Height without caster wheels}		
	Height - 42 U		
	Each Server Rack to be supplied with 2 Temperature sensors and connect to Metered PDUS within Racks for integration with DCIM		
	Rack should include following :		
	a. Single Perforated Front Door with profile which shall have better air flow or curved profile. Minimum 60% of Open Perforated area of Front Door.		
	b. Split Perforated Rear Door for better clearance at rear side		
	c. Removable side panel split in to two for easy removal with lock. Side Panel should be of pass-through type in front and rear side, with pre-installed wire brush. This shall allow to pass the cables to side enclosure directly without mixing the air between.		
	d. Castor Wheels and adjustable leveling feet from underneath or above.		
	e. Roof includes two large cable access slots for high density cabling and brush strips for air containment. Roof to have spring loaded pints for easy roof removal and installation with cable in place.		
	f. Rack should be supplied with accessories mounting channels - 04 no's in rear (2 in left and 2 in right) to mount zero U rack PDUs. Each channel should be capable to mount 2 Rack PDUs of 32 A Single Phase.		
	g. Vendor-neutral EIA-310, 19" Rack Mounting Rail with option of adjustment in		

	1/4 in (6.4 mm) increments, U position numbered in front and rear.		
	h. Baying Kit to join enclosures		
	i. Hardware Kit with M6 x 16 Phillips slot screws and cage nuts.		
	j. Vertical cable rings - 02. The vertical cable organizer should have rings to allow patch cords to enter and exit in an organized manner.		
	k. Static Load Capacity of minimum 1700 kgs and rolling load of not less than 1000 kgs		
<b>B</b>	<b>Rack PDU – Single Phase 32 A</b>		
	Supply, Installation, Testing and Commissioning of Rack PDU of 32A, 230 V		
	Rack PDU should be with input cable length of minimum 3 meters IEC 309 32 A 2P+E connector to connect from floor mount PDU power extension cable.		
	Rack PDU should have minimum 36 no's C13 and 6 no's C19 socket for power distribution to IT equipment and should be mounted vertically in rear of rack occupying 0U space		
	Acceptable input voltage: 230 VAC; Maximum input current (phase) : 32 A VDE; Overload protection (internal) : Two (2) 16 A, 1-pole hydraulic-magnetic circuit breakers.		
	EMC : EN 55032, EN 55035, EN 61000-3-2, EN 61000-3-3		
	Safety : VDE		
	Certification: UL		
	OEM Qualification : ISO9001, ISO 14001, ISO 50001		
	Server Rack and PDU should come with a 5 Year Warranty		

## Backup Server

Sl. No.		Minimum Specification	Description of Quoted Product (to be filled by bidder)	Cross Reference
1	Market position	The OEM for the proposed server should have been one of the top three server vendors (by market share revenue in IDC or Gartner report) in any of the previous 2 quarters		
2	Form Factor	Max. 2U rack mounted with sliding rails		
3	Configured CPU	Single / Dual 5th Generation or latest Intel Xeon Scalable processors / AMD EPYC™ Processors with min 16 cores 2.0GHz base frequency		

4	Memory slots	Should support upto 4TB with speeds of 4800 MT/s or higher. Should support registered ECC DDR5 DIMMs only		
5	Memory configured	128 GB DDR5 RDIMM		
6	Disks supported	Up to 8 slots supporting 2.5" SAS/SATA HDD		
7	RAID Controller	12Gbps PCIe 3.0 with RAID 0, 1,& 5 with 8GB Cache in single controller		
8	Disks configured	8 x 2.4TB 10K SAS Drives		
9	I/O slots	7 PCIe slots		
10	Ethernet ports	2 x 1G RJ45, 2 x 10G BaseT, 2 x 25G SFP+ with SFP Populated		
12	Certified for	Windows Server, Red Hat Enterprise Linux, SUSE Linux Enterprise Server		
13	Power Supply	Redundant Platinum certified Power Supply		
14	Operating System	As per solution requirement		
15	Management integration	Support for integration with Microsoft System Center, VMware vCenter		
16	Power & temperature	Real-time power meter, graphing, thresholds, alerts & capping with historical power counters. Temperature monitoring & graphing		
17	Pre-failure alert	Should provide predictive failure monitoring & proactive alerts of actual or impending component failure for fan, power supply, memory, CPU, RAID, NIC, HDD		
18	Configuration & management	<ul style="list-style-type: none"> <li>• Real-time out-of-band hardware performance monitoring &amp; alerting</li> <li>• Agent-free monitoring, driver updates &amp; configuration, power monitoring &amp; capping, RAID management, external storage management, monitoring of FC, HBA &amp; CNA &amp; system health</li> <li>• Out-of-band hardware &amp; firmware inventory</li> <li>• Zero-touch auto configuration to auto deploy a baseline server configuration profile</li> </ul>		

		<ul style="list-style-type: none"> <li>• Automated hardware configuration and Operating System deployment to multiple servers</li> <li>• Zero-touch repository manager and self-updating firmware system</li> <li>• Virtual IO management / stateless computing</li> <li>• Support for Redfish API for simple and secure management of scalable platform hardware</li> </ul>		
19	HTML5 support	HTML5 support for virtual console & virtual media without using Java or ActiveX plugins		
20	Sub-component quality assurance	All subcomponents quoted within the server should be from the same OEM & integrated in the factory (excluding devices like monitor, keyboard & mouse)		
21	Server security	Should have a cyber resilient architecture for a hardened server design for protection, detection & recovery from cyber attacks		
		Should protect against firmware which executes before the OS boots		
		Should provide effective protection, reliable detection & rapid recovery using: <ul style="list-style-type: none"> <li>- Silicon-based Hardware Root of Trust</li> <li>- Signed firmware updates</li> <li>- Secure default passwords</li> <li>- Configuration and firmware drift detection</li> <li>- Persistent event logging including user activity</li> <li>- Secure alerting</li> <li>- Automatic BIOS recovery</li> <li>- Rapid OS recovery</li> <li>- System erase</li> </ul>		
		Configuration upgrades should be only with cryptographically signed firmware and software		
		Should provide system lockdown feature to prevent change (or “drift”) in system firmware image(s) & prevent malicious modification of server firmware		
22	Intrusion alert	Intrusion alert in case chassis being opened		
23	Warranty	5 years On-site comprehensive warranty with 24x7x365 remote hardware support.		

### 13. Section XIII A - Application Software Solution for AUA/KUA, ADV

<b>Sl. No.</b>	<b>Business / Functional Requirements</b>	<b>Bidder's proposed solution</b>
<b>Generic Requirements</b>		
1	Upon successful service delivery by the Authentication/e-KYC module, the system should allow processing and forwarding of authentication requests in the format accepted by UIDAI (presently XML) between AUA application, ASA & CIDR and vice versa within reasonable round-trip time mandated by UIDAI.	
2	All communication passing through AUA/KUA to ASA/KSA must be secure and encrypted as per UIDAI standards.	
3	The authentication application platform must be forward compatible with any service and security standards proposed by UIDAI.	
4	Specific fields in the authentication transaction must be captured.	
5	The system should be in compliance with UIDAI specifications and standards published from time to time.	
6	All requests and responses should be logged. The logs shall capture details of authentication transaction but not corresponding Personal Identity Information (PID).	
7	The system should maintain a log and report for all transactions for audit purpose. Reporting of this module shall be integrated with the Dashboard Module.	
8	The system, if required, should append the license key along with the request.	
9	In case one ASA is down, the system should have the capabilities to reroute the request via other alternate ASAs. There must be provision for digitally signing the Auth XML requests on behalf of AUA. The Auth XML should append the AUA code along with the request. The Auth XML should be sent to ASA over the secured network. For the response that is received from ASA, should be forwarded to specific AUA/sub AUA from where the request originated.	
10	The Aadhaar authentication should carry out the following Aadhaar Demographic Authentication: The system should route all demographic authentication requests i.e. requests with an aim to authenticate resident's details like Name, Address, DOB, etc. are authenticated from the UIDAI's CIDR	



11	<p>The Aadhaar authentication should carry out the following Aadhaar Biometric Authentication:</p> <ul style="list-style-type: none"> <li>• The system should route all biometric authentication requests from registered departmental applications (AUAs or Sub-AUAs) to CIDR and back;</li> <li>• The system should implement Authentication API</li> <li>• The system should authenticate residents' fingerprint and iris</li> </ul>	
12	<p>The Aadhaar authentication should carry out the following Aadhaar OTP Authentication:</p> <ul style="list-style-type: none"> <li>• The system should route all OTP authentication requests from registered departmental applications (Sub-AUAs) to CIDR and back</li> <li>• The system should implement OTP Authentication API</li> </ul> <p>The system should authenticate residents with registered mobile numbers.</p>	
13	The system should handle Authentication API errors correctly.	
14	The solution should have interface to search and filter the data of the Report.	
15	The authentication module should support in establishing SSL connection between the communication systems.	
16	The Solution should provide for future scalability of the whole system without major architectural changes.	
17	Should support Web Interface.	
18	The solution should be highly scalable and capable of delivering high performance as & when transaction volumes / users increases without compromising on the response time.	
19	The application software platform for Aadhaar based Authentication and e-KYC services should be compatible with all the standard operating systems such as Windows, Linux, UNIX, etc. Major Software for ASA/KSA and AUA/KUA along with any auxiliary components such as Web Server, Application Server, Gateway Server, Load Balancer, etc must also be compatible / smoothly work with Windows, Linux, UNIX, etc.	
20	The solution shall run on native browser with additional plug-ins that should be freely downloadable and should support at the minimum IE, Firefox Mozilla etc.	
21	User Interface should require only standards compliant browsers with standard support for JavaScript and HTML.	
22	The solution will initially be required to cover a range of process modules mentioned in the RFP, but it should allow addition of more modules or more users in any module as and when required.	

23	Should not require opening of any special protocols for connecting the user client to the web/ application server. All communication should be on secured HTTPS and SFTP.	
24	The solution shall be supported on client with mobile based platform	
25	The Application Platform must be compatible / interoperable with proposed Hardware Security Module (HSM) Devices. Integration between HSM API and ASA/AUA/KSA/KUA application must be carried out free of cost.	
26	It should be possible to integrate/call/plugin in the ASA/AUA/KSA/KUA application as a module with other web-based/GUI-based applications.	
27	The web-based application should comply with Guidelines for Indian Government Websites (GIGW), W3C and WCAG 2.0 Level A.	
28		

<b>Reports &amp; Additional Requirements</b>		
1	The Solution should be capable of sending alerts/SMS/email to predefine designated officers in the event of crossing predefined conditions.	
2	<p>The Solution should have Ability to generate reports at</p> <ul style="list-style-type: none"> <li>• real time / online basis</li> <li>• in background (when evaluation is time-consuming)</li> <li>• via batch processing</li> <li>• specific date</li> <li>• regular time interval</li> </ul> <p>any other specific business condition</p>	
3	Ability to maintain audit trail of changes such as the time of change, the user ID, old and new value with field description.	
4	<p>Ability to support the following functions:</p> <ul style="list-style-type: none"> <li>• Portability</li> <li>• Interoperability</li> <li>• Scalability</li> <li>• High Performance</li> <li>• Serviceability</li> <li>• Manageability</li> </ul> <p>Flexibility</p>	
5	All sensitive data (such as passwords, Aadhaar Data, MITS account numbers, etc) shall have to be stored in encrypted format. The system should protect the integrity and authenticity of the data.	

6	The solution must allow users to trace the history of a data. It should also be able to trace where a data entity currently is placed in the system.	
7	UIDAI/CIDR over a period of time may alter the metadata including the number of fields, data type etc. The system should be able to handle such situations	
8	The system should have provision for the user to submit the data through an easy-to-use interface like GUI, Web-Service, etc. as appropriate for the data exchange modes.	
10	The system should be able to support all standard file formats including but not limited to CVS, XML, XLS, Delimited File, rar, zip, 7z, jpg, jpeg etc.	
11	The solution should support bulk loading of data and inbuilt capability of data integration in near real time batch modes.	
12	The system should also be able to make the match on various attributes including but not limited to name, date of birth, father's name, parsed address etc.	
13	The module should also ensure storage of any such data/logs which shall be required by Government, MITS, UIDAI and KSA/ASA. These logs shall support in creation of the compliance reports required by audit agencies.	
14	The System shall have the capability of sharing data through common file sharing mechanism including FTP, Web-Service, etc.	

<b>Special Requirements</b>		
1	The solution must have provision to sign and encrypt the authentication/e-KYC requests through digital signature certificate in High Availability mode.	
2	All requests and responses should be logged.	
3	The system shall maintain audit logs for all authentication, eKYC, BFD related transactions by capturing desirable details of the transaction including Aadhaar number, date, time, IP, SubAUA code, Key, etc. AUA shall log all its authentication transactions and maintain them for at least 6 months' time period. The logs shall capture details of authentication transaction but not corresponding Personal Identity Information (PID).	
4	The system should ensure that the authentication request originating at an authentication device is compliant with the standards and specifications prescribed by UIDAI and complete.	

5	The System should also be able to conduct Buffered Authentication (At places of poor network connectivity, authentication request may be “buffered” (or queued) on the device until a configurable period of time (presently 24 hours) then sent to CIDR for authentication when connectivity is restored / available)	
6	The system should be able to accept the e-KYC requests from KUA/sub KUA. System should be able to route the e-KYC request to KSA. The response from CIDR has to be forwarded to the KUA/sub KUA. (This may include the e-KYC information or the error code.). The same has to be given back to the sub organization in a secured manner. The application should validate the e-KYC request coming from KUA/Sub KUA and should digitally sign the packet. The system should decrypt the KYC details provided by CIDR and shall forward the KYC details including his name, address, photograph DoB, etc. to the clients in a secured manner. The system should have error handling facility.	
7	The Software solution must be compatible/inter-operable with various STQC Certified PoS (Point of Sale)/Wall-mount devices used for Fingerprint/IRIS scanning. Respective API to integrate these devices with software must be made available for fast implementation.	
8	Compliance of the security guidelines issued from time to time by Department of Telecommunications (DoT), government of India and UIDAI. Tenderer would be required to fulfill the all requirement of DOT & UIDAI in this respect.	
9	Any other requirement to integrate with existing system of Customer for ASA and AUA services	
10	To provide required support to end customers for ASA and AUA services as per SLA	

## 14. Section XIV - DR (Disaster Recovery) requirements

### Disaster Recovery Requirements

Sl. No.	Business/Functional Requirement	Bidder's Proposed Solution
1	The solution includes supply, installation and commissioning of a geographically distinct DR site(s) for ADV and AUA/KUA ecosystem.	
2	The DR solution should strictly follow all the required Guidelines for hosting, security, infrastructure, networking from UIDAI.	

3	<p>The DR environments and HSM deployment must strictly adhere to UIDAI-approved hosting models:</p> <p>(a) On-premises captive secure data centers with same level of security as the hosting DC; OR</p> <p>(b) Ministry of Electronics and Information Technology (MeitY) empanelled Government Community Cloud (GCC) platforms with valid active license; OR</p> <p>(c) as HSM services provided along with ADV as-a-service by any entity.</p>	
4	High Availability and Disaster Recovery (HA/DR) shall be in place for the ADV with the same level of security along with dual redundant connectivity to the ASAs. It should have sufficient bandwidth based on respective anticipated transaction volume	
5	The HSMs must be FIPS 140-2 Level 3 certified or higher.	
6	The HSM must be logically isolated for each requesting entity independently.	
7	The solution must support real-time, automated, and secure encryption key synchronization between the primary and secondary HSM clusters without data leakage.	
8	All cryptographic operations, including authentication signing, data encryption, and decryption of response payload, must dynamically failover to the DR HSM seamlessly in the event of a DC failure, maintaining absolute continuity of key rotation mechanisms.	
9	Under no circumstances shall the DR components or authentication applications be deployed on uncertified public cloud instances.	
10	The GCC provider or the entity providing ADV as-a-service must be compliant with UIDAI security and privacy standards and ensure complete logical segregation of ADV for each requesting entity.	
11	<p>The proposed DR solution for the ADV and AUA/KUA platform must meet the following performance criteria:</p> <p>Recovery Point Objective (RPO): Zero (0) data loss for the core mapping index. Data must be replicated using synchronous or highly-responsive asynchronous mechanisms from the DC ADV to the DR ADV to ensure no reference token discrepancies occur.</p> <p>Recovery Time Objective (RTO): Less than or equal to 60 minutes</p>	
12	The DR vault must implement the exact same level of comprehensive, tamper-proof audit trail logging as the primary DC.	
13	<p>All access attempts, API invocations, system changes, and cryptographic events at the DR site must be logged in real-time. These logs must automatically stream to a centralized Security Information and Event Management (SIEM) system.</p> <p>The logging infrastructure must guarantee that logs generated during DR operations cannot be modified or deleted by system/database administrators.</p>	
14	The selected vendor shall be responsible for conducting mandatory quarterly DR mock drills to prove the RTO and RPO capabilities of the ecosystem. This must be done outside peak business hours without data corruption	

15	<p>The entire DR infrastructure, including ADV access parameters, network zoning, and HSM partitioning, must undergo an annual security audit by a CERT-In empanelled auditor.</p> <p>In case of GCC platform-based cloud implementation or ADV as-a-service based implementation, the annual System and Organization Controls (SOC 2) Type II audit of the cloud infrastructure must be conducted by Cert-IN empanelled auditor agency authorized for cloud security audit</p>	
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15. Section XV – Contract Agreement

**DRAFT**

**CONTRACT AGREEMENT**

**Project Name: *Selection of System Integrator for Supply, Commissioning, Testing, Integration and Operation & Maintenance of AUA/KUA Solution with Aadhaar Data Vault for Government of Meghalaya***

**Contract No.**

**Between**

**Meghalaya Information Technology Society (MITS)  
(A Society under Information Technology Department, Govt. of  
Meghalaya) NIC Building, Secretariat Hill, Shillong 793001**

**AND**

**.....Name & Address of the Agency.....**

**Dated:**

**WHEREAS**

- (a) the Purchaser invited Bids for the Selection of System Integrator for Supply, Commissioning, Testing, Integration and Operation & Maintenance of AUA/KUA Solution with Aadhaar Data Vault for Government of Meghalaya and has accepted a Bid by the bidder/agency for the supply of those Goods and Services.

- (b) the bidder/agency, having represented to the Client that it has the required experience, expertise and technical resources, has agreed to provide the Goods and Services on the terms and conditions set forth in this Contract;

NOW THEREFORE the parties (the Purchaser and the Supplier) hereby agree as follows:

1. In this Agreement words and expressions shall have the same meanings as are respectively assigned to them in the Contract documents referred to
2. The following documents shall be deemed to form and be read and construed as part of this Agreement. This Agreement shall prevail over all other contract documents
  - a) This Form of Contract
  - b) The Letter of Acceptance (LoA)/ Letter of Intent (LoI)
  - c) Minutes of Contract Negotiation (if any)
  - d) Letter of Bid - Technical Part
  - e) Letter of Bid - Financial Part
  - f) The RFP document
  - g) Addenda Nos. \_\_\_\_\_ (if any)
  - h) Special Conditions of Contract (SCC)
  - i) General Conditions of Contract (GCC)
  - j) The proposal of the agency (including technical specifications and presentation of the agency)
  - k) The completed schedules (including Price Schedules)
  - l) Form of Performance Security
  - m) any other document listed in GCC as forming part of the Contract
3. In consideration of the payments to be made by the Purchaser to the Supplier as specified in this Agreement, the Supplier hereby covenants with the Purchaser to provide the Goods and Services and to remedy defects therein in conformity in all respects with the provisions of the Contract.
4. The Purchaser hereby covenants to pay the Supplier in consideration of the provision of the Goods and Services and the remedying of defects therein, the Contract Price or such other sum as may become payable under the provisions of the Contract at the times and in the manner prescribed by the Contract.

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

**For and on behalf of:**

**Meghalaya Information Technology Society (MITS)**

**(A Society under Information Technology Department, Govt. of Meghalaya)**

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**For and on behalf of:**

**Name of the Agency**\_\_\_\_\_



**Witness 1:**

**Witness 2:**