



**M P State Electronics
Development Corporation Ltd.**

(A Govt. of M.P. Undertaking)

State IT Centre, 47-A, Arera Hills, Bhopal 462011 M.P.

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Ref: MP PARICHAI Project (**MPSEDC/PARICHAI/RFP/2019/408**)

Selection of System Integrator for
Takeover existing, re-architect,
Development, Implementation and
Maintenance of MP PARICHAI Solution

Date – **18th Feb2019**

Volume I

MPSEDC is already running a project named PARICHAI (formerly SRDH) in which it provides Aadhaar authentication services to various government departments / agencies, as Aadhaar authentication User Agency (AUA) of Unique Identification Authority of India (UIDAI). The provided services are governed by Aadhaar Act 2016 and subsequent regulations, guidelines issued by UIDAI, Govt. of India, Govt. of Madhya Pradesh, and any other directives issued by court of law. The PARICHAI supports in efficient service delivery to residents, support Departments towards better planning and monitoring of schemes and provides a platform for Aadhaar enabled service delivery to the State Government Departments. MPSEDC has published this RFP for selection of System Integrator (SI) who shall be responsible for takeover existing, re-architect, development, implementation and maintenance of the PARICHAI solution, after completion of the existing SI handling the solution.

Bid Fact Sheet

S.No	Particulars	Details
1.	Name of Purchaser	Madhya Pradesh State Electronic Development Corporation Ltd. (MPSEDC) an undertaking of Government of Madhya Pradesh
2.	Name of the Engagement	Takeover existing, re-architect, Development, Implementation and Maintenance of PARICHAJ solution for Madhya Pradesh
3.	Availability of the document	The Bidding Document is available and downloadable on following websites: <ul style="list-style-type: none"> • http://www.mptenders.gov.in • http://www.mpsedc.com Bidding Document Fees (non-transferable & non-refundable) and Processing Fees must be paid online at e-Procurement portal (http://www.mptenders.gov.in)
4.	Start date for Purchase of RFP	18/02/2019
5.	Bidding Document Fee	Rs. 10,000+ Processing Fees (non-refundable) payable through online e-procurement portal
6.	Last date for Purchase of RFP	18/03/2019 at 1300 hours
7.	Last date for sharing queries/ seeking clarification by the Bidders	26/02/2019 at 1700 hours
8.	Pre-Bid Meeting	27/02/2019 at 1500 hours to be held at Aryabhata Conference Room, Second Floor, M.P. State Electronics Development Corporation Limited (MPSEDC), 47-A, Arera Hills, State IT Center, Bhopal, Madhya Pradesh – 462011 Bidders to submit pre-bid queries at

S.No	Particulars	Details
		marketing@mpsdc.com , in the given format at least 24 hours before pre-bid meeting, for it to be accounted.
9.	Ernest Money Deposit (EMD) / Bid Security Amount	Rs.10 Lakhs (Ten Lakhs) only to be paid online through e-procurement portal. EMD in form of Bank guarantee / DD not acceptable.
10.	EMD Submission	Only to be paid online through e-procurement portal.
11.	Start date of submission of proposal	11.03.2019
12.	Last date of submission of Proposal	Online at https://mptenders.gov.in by 18.03.2019 up to 1530 hours.
13.	Date and Time of opening of Eligibility Proposal and Technical Proposal	19/03/2019 at 1500 hours
14.	Date of opening of Financial Bid	To be decided later
15.	Performance Security (On award of the contract)	Irrevocably Performance Security of value 10% of the Purchase Order (PO) value in form of BG issued by Scheduled / Nationalized Bank in favour of MPSEDC payable at Bhopal To be submitted at the correspondence address within 15 days of issuance of PO
16.	Contact Person	Chief General Manager, MPSEDC
17.	Email Address	The prospective Bidder requiring any clarification to the RFP shall contact MPSEDC through email by sending the queries at marketing@mpsdc.com . The queries, if any, shall be submitted by the bidders as per

S.No	Particulars	Details
		the format given in Section 7.1
18.	Address for Communication	Chief General Manager M.P. State Electronics Development Corporation Limited (MPSEDC), 47-A, Arera Hills, State IT Center, Bhopal, Madhya Pradesh – 462011

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Abbreviations

Acronyms	Description
API	Application Program Interface
KYC	Know Your Customer
KYR	Know Your Resident
Aadhaar Act 2016*	THE AADHAAR (TARGETED DELIVERY OF FINANCIAL AND OTHER SUBSIDIES, BENEFITS AND SERVICES) ACT, 2016
	* All terminology related to Aadhaar ecosystem will be as per the Act, irrespective of its definition in this RFP.
Requesting Entity (RE)	As per the Aadhaar Act 2016, a requesting entity means an agency or a person that submits Aadhaar number and demographic information or biometric information, of an individual to the Central Identities Data Repository (CIDR) for authentication.
ASA	Authentication Service Agency (also called Requesting Entity)
AUA	Authentication User Agency (also called Requesting Entity)
KSA	KYC Service Agency (equivalent to ASA or Requesting Entity)
KUA	KYC User Agency (equivalent to AUA or Requesting Entity)
Sub-AUA / Sub-KUA	Agency taking services of AUA for Aadhaar Authentication / eKYC as per Aadhaar Act 2016.
CIDR	Central Identity Data Repository
CSV	Comma-Separated Values
DAO	Data Access Object
DQ	Data Quality
DSCI	Data Security Council of India
EID	Enrolment Identity
EMD	Earnest Money Deposit
FRS	Functional Requirements Specifications.

HLD	High Level Design
HSM	Hardware Security Model
HTML	Hyper Text Markup Language
HTTP	Hyper Text Transfer Protocol
HTTPS	Hyper Text Transfer Protocol Secure
IDE	Integrated Development Environment
MP	Madhya Pradesh
MPSEDC	Madhya Pradesh State Electronic Development Corporation
ORM	Object Relational Mapping
OTP	One Time PIN
PL	Project Leader
PM	Project Manager
PoA	Proof of Address
PoI	Proof of Identity
PSB	Public Sector Bank
PSU	Public Sector Undertaking
RASF	Remote Aadhaar Seeding Framework
RFP	Request For Proposal
SFTP	Secure File Transfer Protocol
SOAP	Simple Object Access Protocol
SOR	Schedule of Requirements
PARICHAJ	Portal of Age, Residential address, Image Collecting Hub for Aggregate Information

SRS	Software Requirements Specifications
TBD	To be Determined
UI	User Interface
UID	Unique Identification
UIDAI	Unique Identification Authority of India.
UTF	Unicode Transformation Format
VTC	Village Town City
WAR	Web Archive
XML	Extensible Markup Language

1 Section I: Introduction to Bidders

This section specifies the procedures to be followed by Bidders in the preparation and submission of their Bids. Information is also provided on the submission, opening and evaluation of bids and on the award of contract. It is important that the Bidder carefully reads and examines the Bidding document.

1.1 General

1. Scope of Bid

1.1 The Purchaser, MPSEDC has published this RFP for the selection and appointment of System Integrator for Takeover existing, re-architect, Development, Implementation and Maintenance of PARICHA solution at Madhya Pradesh. The Scope of Work for the successful bidder is presented in Section III: Schedule of Requirements.

1.2 Unless otherwise stated, throughout this Bidding Document, the definitions and interpretations shall be as prescribed in Section VI: General Terms and Conditions

2. Eligibility of Bidders

2.1 A Bidder may be a legal private entity or a legal government-owned entity with the intent to enter to deliver the engagement.

2.1 The bidder should be eligible to operate in conformity with the provisions of the laws in India and State of Madhya Pradesh, and shall have a Registered office within India.

2.3 Bidder should not have any conflict of interest with one or more parties included in the Bidding process.

2.4 No consortium or Joint Venture is allowed to participate in the Bidding Process.

3. Contacting the Purchaser

3.1 From the time of bid advertisement to the time of Contract award, if any Bidder wishes to contact the Purchaser (or designated Project Manager) on any matter related to the bid, it should do so in writing at the address mentioned in Bid Fact Sheet. Failure to do so may result in rejection of its bid.

3.2 If a Bidder tries to directly influence the Purchaser or otherwise interfere in the bid submission and evaluation process and the Contract

award decision, its bid may be rejected.

1.2 Bidding Document (RFP)

1. Sections of the Bidding Document

1.1 The Bidding document consists two Volumes. Sections present in the two Volumes is provided below:

Volume I

Section I Instructions to Bidders

Section II Qualification & Evaluation Methodology

Section III Schedule of Requirements

Section IV Project Implementation and Payment Schedule

Section V Service Level Agreements

Section VI General Terms and Conditions

Section VII Bidding Forms

Section VIII Annexures

Volume II

Section I Functional Requirements

Section II Non Functional Requirements

Section III Profiles of the Key Resources

1.2 The Purchaser is not responsible for the completeness of the Bidding Document and its addenda/corrigendum, if they were not obtained directly from the source stated by the Purchaser in the bid fact sheet.

1.3 The Bidder is expected to examine all instructions, forms, terms, and specifications in the Bidding Document. Failure to furnish all information or documentation required by the Bidding Document may result in the rejection of the bid

2. Clarification of Bidding Document, Pre-Bid Meeting

2.1 The prospective Bidder requiring any clarification of the Bidding Document shall contact the Purchaser in writing at the Purchaser's address indicated in the Bid Fact Sheet. The Purchaser would respond to any request for clarification, provided that such request is received prior to the deadline mentioned in the Bid Fact Sheet. Should the Purchaser deem it necessary to amend the Bidding Document as a result of a request for clarification, it shall do so following the procedure under Section -Pre-Bid Meeting and Clarifications.

2.2 The Bidder's designated (max two) representatives are invited to attend the pre-bid meeting. The purpose of the meeting will be to clarify issues and to answer to queries submitted prior to the pre-bid meeting.

2.3 Minutes of the pre-bid meeting, including the response to the queries, will be uploaded on the website. Any modification to the Bidding Document that may become necessary as a result of the pre-bid meeting shall be made by the Purchaser exclusively through the issue of an addendum and not through the minutes of the pre-bid meeting.

2.4 Nonattendance at the pre-bid meeting will not be a cause for disqualification of a Bidder.

3. Purchase of bidding document

3.1 The Bidding Document is available and downloadable on following websites:

- <http://www.mptenders.gov.in>
- <http://www.mpsedc.com>

3.2 Bidding Document Fees (non-transferable & non-refundable) and Processing Fees must be paid online at e-Procurement portal (<http://www.mptenders.gov.in>)

4. Amendment of Bidding Document

4.1 At any time prior to the deadline for submission of bids, the Purchaser may amend the Bidding Document by issuing addenda (also referred as 'corrigendum').

4.2 Any addendum issued shall be part of the Bidding Document and shall be uploaded on the e-Procurement Portal.

4.3 To give prospective Bidders reasonable time in which to take an addendum into account in preparing their bids, the Purchaser may, at its discretion, extend the deadline for the submission of bids.

1.3 Preparation of Bids

- | | |
|---|---|
| 1. Cost of Bidding | 1.1 The Bidder shall bear all costs associated with the preparation and submission of its Bid, and the Purchaser shall not be responsible or liable for those costs, regardless of the conduct or outcome of the bidding process. |
| 2. Language of Bid | 2.1 The Bid, as well as all correspondence and documents relating to the bid exchanged by the Bidder and the Purchaser, shall be written in the English language. |
| 3. Documents Comprising the Bid | 3.1 The documents comprising the bid are listed in Section VII: Bidding Forms. Bidders must use the Bidding forms provided to structure and submit their bids. |
| 4. Letter of Bid and Schedules | 4.1 The Bidder shall complete the Letter of Bid, including the appropriate Price Schedules, using the relevant forms furnished in Section VII: Bidding Forms. The forms must be completed as instructed mentioned in the Bidding Document. |
| 5. Alternative Bids | 5.1 Alternative Bids are not allowed and shall not be considered as part of the evaluation. |
| 6. Documents Establishing the Eligibility and Qualifications of the Bidder | 6.1 To establish its eligibility and qualifications to perform the Contract in accordance with Section II: Qualification & Evaluation Methodology, the Bidder shall provide the information requested in the corresponding bidding forms included in Section VII: Bidding Forms. |
| 7. Bid Prices | 7.1 Bidders shall quote for the entire Products and/or Services on a “single responsibility” basis such that the total bid price covers all the System Integrator’s obligations mentioned in or is inferred from the Bidding Document in respect of the design, development, procurement, delivery, construction, installation, completion, acceptance, commissioning |

and support as specified in Section III: Schedule of Requirements. This includes all requirements under the System Integrator's responsibilities for testing, pre-commissioning and commissioning of the Products and/or Services and, where so required by the Bidding Document, the acquisition of all permits, approvals and licenses, etc.; the operation, maintenance and training services and such other items and services as may be specified in the Bidding Document, all in accordance with the requirements of the General Terms and Conditions.

7.2 Bidders shall give a breakdown of the prices in the manner and detail called for in the Financial Proposal Format included in Section VII: Bidding Forms.

7.3 The price of items that the Bidder has left blank in the cost tables provided in the forms shall be assumed to be included in the price of other items.

7.4 Unit prices must be quoted at a level of detail appropriate for calculation of any partial deliveries or partial payments.

7.5 The price of Products and Services shall be quoted in total for each product and service (where appropriate, broken down into unit prices). Prices must include all taxes, duties, levies and fees that may be assessed and/or apply in India on/to the price of the Services & Products invoiced to the Purchaser.

8. Currencies of Bid and Payment

8.1 The currency of the bid shall be, Indian Rupees (INR).

9. Period of Validity of Bids

9.1 The Bids shall remain valid for the period of 180 days after the bid submission deadline date prescribed by the Purchaser. A bid valid for a shorter period shall be rejected by the Purchaser as non-responsive.

9.2 In exceptional circumstances, prior to the expiration of the bid validity period, the Purchaser may request Bidders to extend the period of validity of their bids. The request and the responses shall be made in writing. If a bid security is requested, the Bidder granting the request shall also extend the bid security for forty-five (45) days beyond the deadline of the extended validity period.

- 10. Bid Security**
- 10.1 The Bidder shall furnish a bid security as per the amount mentioned in Bid Data Sheet online through e-procurement portal.
- 10.2 The amount and currency of the bid security shall be as per the Bid Fact Sheet. The Bid security shall be valid till 45 days beyond the bid validity.
- 10.3 No interest shall be payable on EMD under any circumstances.
- 10.4 Any bid NOT accompanied by an enforceable and compliant bid security (as per Bidding form) shall be rejected by the Purchaser as non-responsive.
- 10.5 The bid security of unsuccessful Bidders shall be returned as promptly as possible upon the successful Bidder's furnishing of the performance security. No interest will be payable by the MPSEDC on the amount of the Bid Security.
- 10.6 The bid security of the successful Bidder shall be returned as promptly as possible once the successful Bidder has signed the Contract and furnished the required performance security.
- 10.7 The EMD will be forfeited at the discretion of MPSEDC on account of one or more the following reasons:
- If a bidder withdraws its bid during the period of bid validity
 - If the successful bidder fails to sign the contract in accordance with terms and conditions
 - Successful bidder fails to furnish performance bank guarantee as specified in the Bidding Document
 - Any information given by bidder is found wrong
- 11. Format and Signing of Bid**
- 11.1 The bid shall be digitally signed by a person duly authorized to sign on behalf of the Bidder and shall be uploaded on the e-Procurement Portal.

1.4 Pre-Bid Meeting and Clarifications

- 1. Pre-Bid**
- 1.1 MPSEDC shall hold a Pre-Bid meeting with the prospective

Conference	<p>bidders as per the timelines mentioned in the Bid Fact Sheet.</p> <p>1.2 The interested bidders need to ensure that they have submitted their queries via email to marketing@mpsedc.com as per the dates mentioned in the Bid Fact Sheet.</p> <p>1.3 Queries provided by the Bidders should be as per the format provided in the Bidding Forms</p> <p>1.4 MPSEDC shall not be responsible for ensuring that the Bidder's queries have been received by them. Any requests for clarifications post the indicated date and time shall not be entertained by MPSEDC.</p>
2. Response to Pre-Bid queries and Clarifications	<p>2.1 Response to the queries and clarification shall be uploaded by the MPSEDC on e-Procurement Portal.</p> <p>2.2 Additions or changes required to the Bidding document as a result of queries raised by the prospective bidders shall be published as an Addendum/Corrigendum and shall be uploaded on e-Procurement Portal</p> <p>2.3 At any time prior to the last date of receipt of the bids, MPSEDC may, for any reason, whether at its own initiative or in response to a clarification raised by a prospective bidder, modify the Bidding Document by a Corrigendum.</p> <p>2.4 Any such corrigendum shall be deemed to be incorporated in this Bidding Document.</p> <p>2.5 In order to provide prospective bidder reasonable time for taking the corrigendum into account, MPSEDC may, at its discretion, extend the last date for the submission of the Bid.</p>

1.5 Submission and Opening of Bids

1. Submission, Sealing & Making of Bids	<p>1.1 Bidders are advised to study all the instructions, forms, requirements, terms and others information in this Bidding Document carefully. Submission of the Bid shall be deemed to have done after careful reading the Bidding Document with full understanding of its implication.</p> <p>1.2 Failure to comply with the following shall render the Bid as non-responsive:</p>
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(a) include all the documentation specified in the Bidding Document;

(b) follow the format specified in the Bidding Document;

(c) comply with all the requirements as set out in the Bidding Document

1.3 The Bidders should submit the Bids as per the format in this Section VII: Bidding Forms in the following manner:

(a) Response to Pre-Qualification:UPLOAD ON E-Procurement Website– First Envelope

(b) Technical Proposal:UPLOAD ON E-Procurement Website – Second Envelope

(c) Financial Proposal:UPLOAD ON E-Procurement Website - Third Envelope

1.4 Please note that the prices should NOT be indicated in the Pre-Qualification or Technical Proposal but should only be indicated in the Financial Proposal. The failure to comply may lead to rejection of bids.

1.5 All the pages of the proposal must be sequentially numbered and must contain the list of contents with page numbers. Any deficiency in the documentation may result in the rejection of the Bid.

1.6 The proposal shall be typed. It shall contain no interlineations or overwriting, except as necessary to correct errors made by the bidder itself. No corrections shall be permitted.

1.7 The bid needs to be digitally signed.

1.8 The Proposal should be accompanied by a power-of-attorney in the name of the signatory of the proposal.

1.9 The bids submitted by physical submission/telex/telegram/fax/email shall not be considered. No correspondence will be entertained on this matter.

1.10 The bidders need to ensure payment of Bidding Document Fees no later than the date and time indicated in the Bid Fact Sheet.

2. Deadline for Submission of Bids

2.1 Bids must be received by the Purchaser on the e-Procurement Portal no later than the date and time indicated in the Bid Fact Sheet.

2.2 The Purchaser may, at its discretion, extend the deadline for the submission of bids by amending the Bidding Document in which case all rights and obligations of the Purchaser and Bidders previously subject to the deadline shall thereafter be subject to the deadline as extended.

3. Late Bids

3.1 The e-Procurement Portal shall not permit the bidder to submit the bids after the deadline for submission of bids.

3.2 MPSEDC shall not be responsible for delay or non-receipt of the documents. No further correspondence on the subject will be entertained.

4. Bid Opening

4.1 The Purchaser shall conduct the bid opening in public, in the presence of Bidders' designated representatives (max 2), and at the address, date and time specified in the Bid Fact Sheet.

1.6 Evaluation and Comparison of Bids

1. Confidentiality

1.1 Information relating to the evaluation of bids and recommendation of contract award, shall not be disclosed to Bidders or any other persons not officially concerned with such process until the publication of contract award.

1.2 If any Bidder wishes to contact the Purchaser during/after opening of the Bid to award of contract. Bidder may do so in writing.

2. Clarification of Bids

2.1 To assist in the examination, evaluation, and comparison of the bids, and qualification of the Bidders, the Purchaser may, at its discretion, ask any Bidder for a clarification of its bid. Any clarification submitted by a Bidder that is not in response to a request by the Purchaser shall not be considered. The Purchaser's request for clarification and the response shall be in writing. No change in the prices or substance of the bid shall be sought, offered, or permitted.

2.2 If a Bidder does not provide clarifications of its bid by the date and time set in the Purchaser's request for clarification, its bid may be rejected.

3. Determination of Responsiveness

3.1 The Purchaser's determination of a bid's responsiveness is to be based on the contents of the bid itself.

3.2 Initial Bid scrutiny will be held and incomplete details as given below will be treated as non-responsive. Non-responsive bids shall not be considered for evaluation. A non-responsive bid shall be if the proposal:

- Is not as per the Bidding document
- Received without the Letter of Authorization (Power of Attorney)
- Are found with suppression of details
- With incomplete information, deviations, subjective, conditional offers and partial offers submitted
- Submitted without the documents requested in the checklist
- Have non-compliance of any of the clauses stipulated in the Bidding Document
- With lesser validity period
- Bid is not substantially responsive to the requirements of the Bidding Document

3.3 All responsive Bids will be considered for further processing and evaluation. MPSEDC shall prepare a list of responsive bidders, who comply with all the Terms and Conditions of the Bidding Document. All eligible bids will be considered for further evaluation by an Evaluation Committee according to the evaluation process defined in this Bidding document. The decision of the Committee will be final in this regard.

3.4 To ensure a reasonable and realistic ratio of CAPEX and OPEX, a bid will not be considered for Final Evaluation if the total CAPEX value happens to be more than 50% of the overall bid value.

If in case any Bidder's CAPEX value in the financial bid seems to be higher than 50%, then he will have to give discount to make it 50%.

3.5 Conditional bids are liable to be rejected.

4. Evaluation of Bids

4.1 The Purchaser will evaluate and compare the bids that have been determined to be substantially responsive. The evaluation will be performed and the Contract shall be awarded on **Least Cost Selection**

(LCS) of bids with minimum qualification score.

That is, for selection of bids on LCS basis, minimum qualifying marks for quality of the technical proposal shall be prescribed as benchmark and indicated in the RFP conditions along with a scheme for allotting marks for various technical criteria / attributes. Bidders scoring minimum technical qualifying marks shall be considered for price-bid opening and L1 among them shall be considered for award.

4.2 The Purchaser shall use the criteria and methodologies indicated in Section II: Qualification & Evaluation Methodology. No other evaluation criteria or methodologies shall be used.

4.3 Only those Bids wherein the Bid security has been submitted shall be taken up for evaluation. Those Bids which don't have the Bid security shall be rejected by the Purchaser.

4.4 All Bids shall be first evaluated basis the pre-qualification criteria mentioned in Section II: Qualification & Evaluation Methodology. Only those bids which qualify the pre-qualification criteria shall be considered for Technical Evaluation.

4.5 Bids which qualify the pre-qualification criteria shall be taken up for Technical evaluation as per the parameters defined in Section II: Qualification & Evaluation Methodology. **The total technical score of the bid shall be marginalized as per the weights allocated to the Technical evaluation parameters.** All Bidders who score atleast 70% in the Technical evaluation shall be considered for financial evaluation.

4.6 Bidders who score atleast 70% in the technical evaluation shall be considered for further evaluation and their financial proposal shall be opened at the date and time mentioned in the Bid Fact Sheet. Those bids who don't score atleast 70% shall be termed as non-responsive and their Financial Proposal shall not be opened.

4.7 The financial evaluation shall be done by scrutinizing the financial bids of all the technically qualified bidders.

4.8 The final evaluation shall take place on Least cost basis (L1), for only those bidders who scored minimum qualifying mark. The contract shall be awarded to the L1 bidder qualified for financial evaluation.

**5. Purchaser's
Right to Accept**

5.1 The Purchaser reserves the right to accept or reject any bid, and to annul the bidding process and reject all bids at any time prior to contract

Any Bid, and to award, without thereby incurring any liability to Bidders. In case of
Reject Any or All annulment, all bid securities, shall be promptly returned to the Bidders.
Bids

2 Section II: Qualification & Evaluation Methodology

2.1 Prequalification Criteria

The Bidder as well as the proposed solution must possess the requisite experience, strength and capabilities in providing the services necessary to meet the requirements as described in the Bidding document. Keeping in view the complexity & volume of the work involved, the following criteria are prescribed as pre-qualification criteria for bidder interested in undertaking the project. The bidder must also possess the technical know-how and the financial wherewithal that would be required to successfully implement of the PARICHAJ Project.

#	Pre-qualification Criteria	Document to be submitted
1.	<p>Bidder should either be a legal entity registered in India having a valid GST registration number.</p> <p>Please Note: No consortium is allowed.</p>	<p>Certificate of Incorporation, Memorandum, Articles of Associations, Registration with tax authorities</p>
2.	<p>The bidder should have positive net worth and Annual turnover from IT Business of more than Rs. 60 crores for the each of the last three Financial Years (FY 17-18, FY16-17, FY15-16).</p>	<p>Chartered Accountant certificate for Net-worth, Turnover and PAT should be attached.</p> <p>Copy of the audited profit and loss account/ balance sheet/ annual report of last three financial years mentioning required figures</p>
3.	<p>The bidder should be an established Information Technology company / IT System Integrator who would have successfully completed at least 3 Turnkey IT Projects (each having order value of not less than 5 Crore) <u>in India in the Government/PSU</u> during the last three years from the date of submission of bid.</p> <p>The projects provided by the Bidder should cover at least application development/customization, infrastructure deployment, maintenance and support.</p>	<p>Copy of Work Order, Completion Certificate and Citation.</p>

#	Pre-qualification Criteria	Document to be submitted
4.	The Bidder should have implemented at least one Business Intelligence / Data Management project during the last three (3) years (from the date of submission of bid) with any Government / PSU in India.	Copy of Work Order and Citation.
5.	The bidder should be a CMMi level 5 company	Valid CMMi Level 5 certificates needs to be attached for the same.
6.	<p>The bidder must have on its payroll at least 100 technically qualified professionals in India, in the field of proposed software / hardware technology and in Systems Integration, and Operations and Maintenance.</p> <p>a) At least 50 resources should be certified in the Operations and Maintenance support skillset (like Database Admin, System Admin, Network Admin etc.).</p> <p>b) At least 5 resources should be certified in the proposed BI & Analytics product.</p> <p>c) At least 10 resources should be certified in proposed Development Technology (like .NET, Java, any other proposed open-source etc.).</p>	<p>Declaration from HR as per Annexure.</p> <p>Name of professional along with Certificates' name from HR for Point (a), (b) and (c) as per the Annexure.</p> <p>MPSEDC may randomly check the provided details, along with copy of relevant certifications.</p>
7.	The Bidder shall not be under a valid declaration of ineligibility for corrupt or fraudulent practices or blacklisted with any of the Government agencies in India on the date of submission of bid	Declaration in this regard by the authorized signatory of the bidder should be attached
8.	<p>The OEM for all proposed hardware and software should be listed in the latest / last leader's quadrant of Gartner and Forrester, OR figure in top 5 ranking of IDC market analysis Report for India for last quarter.</p> <p>Citing security reasons, OEM of Chinese origin will not be</p>	Un-priced Bill of Material, Report Published / Letter issued by the Rating Agency (Gartner and Forrester or IDC).

#	Pre-qualification Criteria	Document to be submitted
	considered.	

2.2 Technical Evaluation Criteria

- Technical Proposal for only those Bidders who have been found to be in compliance with the Pre-Qualification Criteria would be taken up by the MPSEDC for further evaluation. The Bidders who do not meet the pre-qualification criteria will not be taken up for further evaluation.
- Only those Technical Proposal, wherein proposed solution complies with all the mandatory elements of the Functional and Non-Functional specification, shall be considered as responsive. Any Bidder whose solution fails to meet the mandatory specification shall be termed as non-responsive. The Bidder needs to provide compliance to all the mandatory requirements as per format in the Section VII: Bidding Forms.
- Bidders **are not mandated** to utilize the existing Infrastructure of the existing PARICHAJ solution. They may opt to use it or go for fresh infrastructure (hardware / software / development) to meet the mentioned load and service level agreements, of this RFP.

However, **if bidder chooses to use existing infrastructure**, then he needs to ensure comprehensive onsite support i.e. AMC/ATS of the existing product along with the infrastructure he brings, till the duration of his contract. That is:

- for products (hardware / software) brought by bidder, he has to purchase adequate licenses along with AMC/ATS from Day one till the duration of his contract.
- for existing products (hardware / software / license) which SI proposes to re-use (adequately), **MPSEDC will procure AMC/ATS only till date of Go-Live** or Six months after date of signing contract (whichever is earlier). After expiry of this period, SI has to get AMC/ATS done for existing products as well, till the duration of his contract or till period he uses the existing products.

That is, SI may choose to not use existing products after a certain period (and less than his contract duration). However, in such cases SI has to formally request both MPSEDC and respective OEM's at least six months before,

- in case of software: for termination of licenses / support at OEM's records gracefully. Letter from OEM has to be submitted by bidder to MPSEDC, as proof of graceful discontinuance with no dues pending on MPSEDC.
- In case of hardware: licenses / support should be treated as above, and physical infrastructure should be disposed as per e-Waste policy of State / India.

SI (successful bidder) has to submit documentary evidences of AMC/ATS to MPSEDC, in all cases.

- d) The Evaluation Committee based on technical evaluation framework mentioned in the table below shall evaluate each proposal and allot technical score as per the Technical criteria.
- e) In the technical evaluation, it is mandatory for the Bidder to score atleast 70% of the marks to be qualified to participate in the Financial Evaluation. Those Bidders who fail to attain this minimum score shall be termed as non-responsive and shall not be considered for further evaluation.
- f) MPSEDC may invite each bidder to make a presentation at a date, time and locations determined by it. The purpose of such presentations and demonstration would be to allow the Bidders to present their proposed solutions, approach, implementation plan, etc. to the MPSEDC along with the key points and strengths of their proposals. The MPSEDC would also be able to establish the capacity and capability of the solution proposed, previous experience and the verification of claims made in response to SOR by the Bidder.

The details of technical evaluation parameters are provided below.

#	Description (Evaluation criteria)	Maximum Score/ Requirement
I	Proposed Solution should be in compliance with all the Mandatory items in the Functional and Non-Functional Specification	Mandatory
II	Bidder needs to provide OEM declaration that the tool / software / hardware proposed has not been declared end-of-life (anywhere in the world) and shall not be declared end of support in the next 6 years from the date of submission of the Proposal	Mandatory
III	Technical Evaluation Framework	
A	Organization's Experience	35
1.	Experience in Turnkey Projects (For evaluating support, O&M capabilities) The Bidder's experience in completing turnkey IT projects (each having order value of not less than 5 Crore) in Government/PSU which shall include infrastructure	10

#	Description (Evaluation criteria)	Maximum Score/ Requirement
	<p>deployment, maintenance and support in the last three (3) years from the date of submission of Proposal.</p> <p>=3 Projects = 05 Marks</p> <p>>3 – 5 Projects = 07 Marks</p> <p>>5 Projects = 10 Marks</p>	
2.	<p>Implementedproposed solution in India inGovernment / PSU (For evaluating Development, Software capabilities)</p> <p>The Bidder should have successfully implemented the proposed solution(Data Management, Application Development/Customization and Business Intelligence) in Government/PSU organization in India clients during the last three (3) years from the submission of the bid. Project showcased should be:</p> <p>=3 Projects = 05 Marks</p> <p>>3 – 5 Projects = 07 Marks</p> <p>>5 Projects = 10 Marks</p>	10
3.	<p>Experience in Implementation of Aadhaar Authenticationalong with Hardware Security Module (HSM) device</p> <p>Bidder's should have experience in implementing Aadhaar Authentication(AUA) /Aadhaar eKYC service (KUA) along with HSM in last three years quantified in terms of number of projects.</p> <p>1 Project = 02 Marks</p> <p>2 or more Projects = 05 Marks</p>	5
4.	<p>Experience in implementing of Aadhaar Data Vault (ADV)</p> <p>Bidder's should have experience in implementing Aadhaar Authentication (AUA) /Aadhaar eKYC service (KUA) in last three years quantified in terms of number of projects.</p> <p>1 Project = 02 Marks</p> <p>2 or more Projects = 05 Marks</p>	5

#	Description (Evaluation criteria)	Maximum Score/ Requirement
5.	<p>Experience in Large Scale Data Handling</p> <p>Bidder's Experience, quantified in terms of number of projects will be evaluated. Bidder should have successfully commissioned and managed the Data warehouse with <u>more than 10 TB data</u> within India during the last three (3) years from the date of submission of the proposal.</p> <p>1 – 3 Projects = 02 Marks</p> <p>4 or more projects = 05 Marks</p>	5
B	<p>Proposed Team Deployment</p> <p>Bidder's proposed resources for Takeover existing, re-architect, Development and Implementation of the project.</p> <p>The Bidder shall at least propose the following resources of the skillset in technology of existing and proposed solution / software / hardware along with relevant certification. While, more resources can be proposed by the Bidder to ensure successful transition of the project, the following profiles shall be considered for evaluation of the proposal.</p> <ol style="list-style-type: none"> 1. Project Manager 2. Solution Architect 3. Business Analyst 4. Business Intelligence Designer/Developer 5. SeniorJava Developer 6. PL/SQL Developer 7. Oracle Database Administrator 8. Server Administrator with experience in Virtualization / Cloud 9. Network Administrator 10. Security Expert (conversant with cyber and aadhaar laws & regulations) <p>The evaluation shall be based on Academic Qualification, Overall experience, relevant experienceand Relevant Certifications. Detailed evaluation criteria are provided in Section 2.2.1 below.</p> <p>Proposed resources here must be deployed in the project for at least six months ONSITE at MPSEDC, and can be released after one month's of knowledge transfer only after completion of six months (i.e. 6 + 1 months total deployment).</p>	35

#	Description (Evaluation criteria)	Maximum Score/ Requirement
C	Bidder's Proposed Software Solution (for details please refer section 2.2.2Technical Evaluation Criteria - Bidder's Proposed Software Solution)	15
D	Technical presentation Technical presentation establishing <ol style="list-style-type: none"> 1. the understanding of existing PARICHAI solution 2. capabilities of the proposed solution, redundancy, approach and methodology, overall plan, environment (dev-preprod-prod) etc. by the Bidder 3. Project Timelines (for takeover < 3 months) Maximum 05 marks for each above.	15

2.2.1 Technical Evaluation Criteria – Proposed Team Deployment

The marks will be given out of 35 marks in the Technical evaluation. Meeting all the requirements below is mandatory. In case the profile does not meet all the criteria specified below, zero marks shall be awarded for the profile.

The candidate shall have to satisfy specified minimum (relevant and total both) experience along with required qualification and certification, for which he would be awarded 2 marks per profile. For every additional years of relevant experience of a profile, 0.5 marks shall be awarded subject to a maximum of 1.5 marks (3.5 marks total). Partial years shall not be considered i.e. 12.9 yrs shall be considered as 12 yrs.

No	Position	Minimum Qualification	Certification	Total Experience	Relevant Experience
1.	Project Manager	B.E. / B.Tech / MCA (Full time from recognized Indian University)	Certified PMP / PRINCE 2	Min 12 yrs	Min 5 yrs
2.	Solution Architect	B.E./B.Tech/MCA (Full time from recognized Indian University)	TOGAF or equivalent	Min 10 yrs	Min 5 yrs
3.	Business Analyst	B.E/B.Tech/MBA/MCA (Full time from recognized Indian University)	Business Analyst Certification from industry	Min 7 yrs	Min 3 yrs
4.	Business Intelligence Designer/Developer	B.E./B.Tech/MCA (Full time from recognized Indian University)	BI Certification in proposed tool	Min 8 yrs	Min 4 yrs
5.	Senior Java Developer	B.E./B.Tech/MCA (Full time from recognized Indian University)	Java Certified	Min 8 yrs	Min 7 yrs

6	PL/SQL Developer	B.E./B.Tech/MCA (Full time from recognized Indian University)	Oracle Certified	Min 6 yrs	Min 5 yrs
7	Oracle Database Administrator	B.E./B.Tech/MCA (Full time from recognized Indian University)	Oracle Certified	Min 6 yrs	Min 5 yrs
8	Server Administrator with experience in Virtualization / Cloud	B.E./B.Tech/MCA (Full time from recognized Indian University)	RHEL Certified	Min 6 yrs	Min 5 yrs
9	Network Administrator	B.E./B.Tech/MCA (Full time from recognized Indian University)	Cisco Certified	Min 6 yrs	Min 5 yrs
10	Security Expert (conversant with cyber and aadhaar laws & regulations)	B.E./B.Tech/MCA (Full time from recognized Indian University)	CISA / CISM certified	Min 8 yrs	Min 4 yrs

2.2.2 Technical Evaluation Criteria - Bidder's Proposed Software Solution

The evaluation shall be done on the basis of the criticality of the requirement proposed in Bidding Document in the respective modules and the capability of the solution provided by the Bidder.

Bidders should insert in the Functional and Non-Functional requirements checklist, responses as indicated in the table below against each of the stated criteria. This should be done by typing into the response column labelled 'SF/ CR/ DV' in the table indicating the Requirements – additional comments can be inserted in to the comments column.

Functions	Category	SF	CR	DV	Comments	Marks
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Functions	Category	SF	CR	DV	Comments	Marks
Functionality 1	Mandatory/ Desirable	#	#	#		
Functionality 2	Mandatory/ Desirable	#	#	#		
....	#	#	#		
Total						

Each requirement needs to be categorized as per the above mentioned template and self-evaluation needs to be performed by the Bidder. The Bidder in-reference to the capability of the solution, the Bidder would have to select any one of the following response basis the capability and offering from the following.

Bidder is expected to judiciously label functionalities as ‘SF/ CR/ DV’, where SF should be immediately available in proposed solution, and CR should not take more than 7 days for implementation. **If MPSEDC team later finds (during implementation) this labelling being violated, penalty of Rs. Fifty Thousand per functionality per week or part thereof in delay in delivery of that functionality will be levied.**

Response	Availability of Function	Weight age
SF (Standard Feature)	Can be met by standard form without modifying software features	100%
CR (Customization Required)	Requires a minor/medium modification to meet this requirement (without affecting core software), specify type & volume of change. Subject to a maximum of 7 Man days of customization effort from conceptualization to roll out.	75%
DV (Development Required)	Requires a major modification/ fresh development to meet this requirement, specify type & volume of change (efforts required are more than 15 days)	50%

For each mandatory requirement, the corresponding functionality shall have maximum 2 marks. For each desirable requirement, the corresponding functionality shall be maximum 1 mark. For better understanding of the bidders, a sample evaluation is presented below.

Functions	Category	SF	CR	DV	Comments	Marks
F1	Mandatory(2)			50%		1.00 (= 2 * 50%)
F2	Mandatory (2)	100%				2.00 (=2 * 100%)
F3	Desirable (1)		75%			0.75 (= 1 * 75%))
F4	Desirable (1)			50%		0.50 (=1 * 50%)
Total						4.25

Maximum Marks (No. of Mandatory Requirements x SF + No. of Desirable Requirements x SF) = 6

Obtained Marks = 4.25

Maximum Score in Technical Evaluation Criteria = 15

Technical Score = (Obtained Marks * Maximum Score in Technical Evaluation Criteria / Maximum Marks) = (4.25 * 15 / 6) = 10.625

2.3 Evaluation of Financial Bids

The commercial bids for only those bidders will be opened who have qualified the technical evaluation and reviewed to determine whether the commercial bids are substantially responsive. Commercial bids that are not substantially responsive or incomplete in any manner are liable to be disqualified.

The commercial bids for technically qualified bidders i.e. who have scored 70 % marks will be evaluated. The evaluation will be performed and the Contract shall be awarded on **Least Cost Selection (LCS) of bids with minimum qualification score.**

That is, for selection of bids on LCS basis, bidder must score at least 70 marks out of 100 allotted for ascertaining quality of the technical proposal as per scheme for allotting marks for various technical criteria / attribute, mentioned in this RFP conditions. Bidders scoring minimum technical qualifying marks shall only be considered for price-bid opening and L1 among them shall be considered for award of contract.

2.4 Award of Contract

Award of the contract shall be made to the bidder who qualified technical evaluation and with the lowest price bid. MPSEDC may negotiate on terms of the offer, with the such selected bidder, before award of the contract.

Successful bidder is expected to accept the Work Order issued by MPSEDC, basis this RFP, within 07 calendar days of its issuance. In case of non-acceptance beyond this period, MPSEDC will be free to proceed negotiation with next best bidder (LCS basis) i.e. L2 and so on, and L1 bidder's right to execute project will be waived. MPSEDC will not be liable for any financial or any other kind of loss arising thereof, to the bidder; and shall bear no liability whatsoever consequent upon such decision.

2.5 Period of Contract

Contract will be awarded for total period of 5.5 years (extendable by 1 year) divided into phases as below:

- In the first phase, the existing PARICHAI solution will be transitioned to successful bidder (SI). – **Duration 3 Months**
- In the second phase, existing PARICHAI solution has to be run by SI; and in parallel new PARICHAI solution shall be established as per the requirement (functional and non-functional) in this RFP. – **Duration 3 Months**
- In the third phase, new PARICHAI solution shall be maintained and managed by SI as per this RFP terms and conditions. – **Duration 5 years**

With another phase which will run in-parallel to this period, as:

- In the fourth phase, PARICHAI solution may add additional functionalities as per the then requirement by MPSEDC, within scope of philosophy of the requirement as mentioned in this RFP. – **Duration as per requirement of MPSEDC (T&M basis)**

2.5.1 Timelines for key checkpoints:

Timeline	Checkpoint
S -> Start	Issuance of Work Order by MPSEDC

S + 07 Days*	Acceptance of Work Order by Successful Bidder (SI)
S + 10 Days*	Submission of Programme of Work by SI
S + 10 Days*	Submission of Organization Chart for Proposed Manpower Deployment, for the Work by SI
S + 20 Days*	Actual Deployment of Manpower
S + 20 Days* = T	Signing of Contract
T + 6 Months = Y	Start of Phase III i.e. Go-Live
Y + 5 Years = Z	End of Contract
Z + 1 year	Extension of Contract

* Days here is Calendar Days.

2.6 Extension of Contract

After completion of 5.5 years from the date of Award of Contract, contract may be extended further for one year with **10% cost increase of quoted price**, keeping all other terms and conditions same, for:

- third phase i.e. Operations and Maintenance after Go-Live
- fourth phase i.e. PARICHAJ LAB

3 Section III: Schedule of Requirements

3.1 Project Background

MPSEDC planned to establish the state resident data hub to create an authenticated and de-duplicated information repository of all residents of M.P. in the year 2014. The tender document floated and SI on boarded for to accomplish the various tasks to achieve the goals within timeframe. However, during the past few years there had been major changes in the Aadhaar framework that forced to update the original concept and led to the present state wherein only Aadhaar Authentication and related services are being provided by MPSEDC to various departments / agencies of Madhya Pradesh. Project also got renamed to PARICHAI, to adjust with current scenario. The detailed information has been provided in the detailed scope of work section.

The key objectives of setting up the PARICHAI(formerly SRDH) in Madhya Pradesh are as follows:

- a) Help government Departments / Agencies establish a Clean, Authenticated and de-duplication data repository for their beneficiaries in the State of Madhya Pradesh
- b) Enable efficient service delivery through integration with Aadhaar Authentication
- c) Support State Government Departments in effective planning of welfare and development Schemes
- d) Establish the frameworks for effective monitoring of schemes
- e) Enable the transformation of service delivery through integrated service delivery, PARICHAI gateway.

The PARICHAIproject intends to assist in better planning and monitoring of the schemes delivered by the Government. To effectively perform this activity, there is a need to uniquely identify the beneficiaries and gather information about schemes where the individual is registered as a beneficiary. The uniqueness of identity of beneficiary can be obtained by linking of Aadhaar with Domain Identifiers (e.g. Driving License). This must be done in compliance with Aadhaar Act 2016 and subsequent regulations, directives and guidelines of UIDAI, GoI, GoMP and any other order / decision by court of law, from time to time. Project must ensure compliance to these by going through annual audits by UIDAI / CERT-IN empaneled auditors.

The PARICHAI shall provide Aadhaar Authentication, Aadhaar eKYC services, Aadhaar Data Vault and Management Dashboard for overall monitoring. These core modules along with the allied and supplementary modules shall formulate the key offering of the PARICHAI project, to the State Government Departments / agencies as identified by MPSEDC.

Business Intelligence and Analytics is also one of the key components of the PARICHAI solution and has been proposed to enable analysis of the PARICHAI data repository (created as per UIDAI / Aadhaar compliance), identifying hidden trends and create meaningful insights from the data repository which shall help the State Government in creating effective controls for the schemes, develop new schemes,

reach out to the intended beneficiary and plan to proactively deliver services. The trends developed shall be shared with the State Government to enable them in taking information based decision making.

3.2 PARICHA Existing State

The Solution is currently being handled by System Integrator M/S Rolta India Limited who got selected via tendering process in March 2015 for initial 2 years which could be extended for another 2 years, in two phases. **Phase – II is going to complete on 30th April 2019.**

Under PARICHA project, MPSEDC provides following services to the department, once department gets on-boarded:

1. **Aadhaar Authentication and electronic Know Your Citizen (eKYC) services:**
These services will be extension of Aadhaar-based authentication and eKYC services provided by Unique Identification Authority of India (UIDAI), where MPSEDC is acting as facilitator i.e. Authentication User Agency (AUA) for utilizing these services. Using authentication services, the beneficiary gets verified electronically, wherein e-KYC services shall fetch & display the demographic and photographic details of the beneficiary.
2. **Aadhaar Data Vault (ADV):** is “single, secured and centralized” database system which is isolated from department’s database. It is applicable only for Global AUA, which MPSEDC is. ADV will only have aadhaar number and a unique reference key generated against each aadhaar in such manner that actual aadhaar number could never be derived from its reference key. Aadhaar number in ADV is stored only after encrypting from the keys placed in highly secure hardware security module (HSM) devices. PARICHA, as AUA, provides ADV services to its sub-AUAs for:
 - a. conversion of existing aadhaar to reference keys,
 - b. reference keys can be queried for their corresponding aadhaar, for purposes like Aadhaar enabled direct benefit transfer (DBT)
3. **Business Intelligence (BI):** Business intelligence will be provided to the department on request, which are on-boarded with the PARICHA, for efficient monitoring of aadhaar transactions.
4. **Analytical Reports for Departments:** Based on department’s requirements custom Analytical reports can be prepared which will help department in efficient monitoring of aadhaar transactions, and then take information based decision.

As-on-date (24-Jan-2019) Forty-Two (42) departments / agencies are availing services from MPSEDC's PARICHAJ project with transaction's statistics as below:

Type of Service	
Total number of aadhaar authentications	15.98 Crore
Aadhaar authentications per hour (Max.)	1.25 lakh
Total number of aadhaar eKYC	2.15 Crore
Aadhaar eKYC per hour (Max.)	0.75 lakh
Total number of reference keys in Aadhaar Data Vault (ADV)	4.95 Crore
Reference key query transactions per hour (Max)	1.25 lakh

3.3 Existing Infrastructure for PARICHAI

The common infrastructure (network, security, electricity, etc.) of SDC shall be made available to the SI for PARICHAI. The infrastructure deployed as part of existing PARICHAI infrastructure shall be made available to the System Integrator for co-location within SDC on As-Is Where-Is basis. The SI may visit the premises to check the infrastructure. The SI may use the existing hardware and system software items and make it functional as per the requirements and Service Levels finalized as per the contract. In case any additional infrastructure is required to meet the requirements and service levels the same shall be proposed by the SI in the Proposal and shall be supplied to MPSEDC as part of this project.

The bidders interested in examining the existing infrastructure may submit a written request for the checking the existing infrastructure along with name of authorized representative at least two days prior to the pre-bid meeting. MPSEDC shall make necessary arrangement for the visitors on the date of pre-bid meeting and the permission shall be subject to the security policy of the State Data Centre. MPSEDC shall not be responsible for the delay or non-receipt of such request or any error of SI in its assessment for any reason whatsoever.

#	Items	Make and Model	Quantity	Support Till Date
Hardware				
1.	Blade Chasis	HP – C7000 Blade System Enclosure	01	28-02-2021
2.	Half Blade Server	HP – BL 460 C, Gen 8, 2*6 core, RAM – 128 Gb, 2*300 GB HDD, with HBA	03	28-02-2021
3.	Half Blade Server	HP- BL 460C Gen 8, 2*6 core RAM – 256 Gb, 2*300 GB HDD, with HBA	02	28-02-2021
4.	Half Blade Server	HP BL 460 C Gen 9, 2*12 core, RAM – 256 Gb, 2*900 GB HDD, without HBA	02	04-07-2018
5.	Half Blade Server	HP BL 460 C Gen 9, 1*12 core, RAM – 128 Gb, 2*900 GB HDD, with HBA	03	04-07-2018
6.	Half Blade Server	HP BL 460 C Gen 9, 1*12 core, RAM – 128 Gb, 2*900	02	04-07-2018

#	Items	Make and Model	Quantity	Support Till Date
		GB HDD, without HBA		
7.	SAN Storage	HP – 3PAR StoreServ 7400 SAN Storage (80TB Usable capacity in RAID 6) with necessary components	01	28-02-2021
8.	SAN SWITCH 16 ports upgradable to 40 ports	HP – SN6000B SAN Switch	02	28-02-2021
9.	TAPE Library with Cartridges	HP – MSL2024 Tape Library with 100 Tapes, remaining 22 unused as on date	01	28-02-2021
10.	Load Balancer	Array APV 1600	01	19-08-2018
11.	Hardware Security Module	LUNA SA	03	05-05-2019
Software				
12.	Backup Software	HP Data Protector	01	28-02-2021
13.	HSM Software	LUNA SA Bundled Software	06	05-05-2019
14.	Operating System	Windows Server 2016 Standard with SA (WinSvrSTDCore SNGL LicSAPk OLP 2Lic C CoreLic)	08	31-07-2020
15.	Operating System	Red Hat Enterprise Linux Server	05	28-02-2021
16.	Operating System	Oracle Linux Premier	08	14-05-2019
17.	Virtualization	Oracle VM Premier	07	14-05-2019
18.	Monitoring Tool	Manage Engine – OpStor Perpetual Model Single Installation License fee for 55 Disks	01	27-09-2019

#	Items	Make and Model	Quantity	Support Till Date
19.	Application Manager	Manage Engine Application Manager Professional Edition – Perpetual Licensing Model, Single Installation License fee for 100 monitors with 2 users	01	27-09-2019
20.	HelpDesk	Manage Engine Service Deskplus Enterprise Edition – perpetual licensing Model, Single Installation License fee for 5 Technicians (500 nodes)	01	27-09-2019
21.	Web Server Software	Apache Web server software subscription for 2 servers	02	05-05-2019
22.	Database Enterprise Licenses I	Oracle Database Enterprise Edition Licenses (Processor Perpetual)	12	27-03-2015
23.	Database Enterprise License II	Oracle Database enterprise edition license (named user plus)	150	27-03-2015
24.	Database Cluster license	Oracle Real application Clusters license (Processor Perpetual)	12	27-03-2015
25.	Database Enterprise License III	Microsoft SQL Server enterprise edition with SA (SQLSvrEntCore SNGL LicSAPk OLP 2Lic C CoreLic)	06	31-07-2020

The SDC's common Internet Bandwidth (1 Gbps / 10 Gbps), Email server, SMS gateway, etc. shall also be made available to the PARICHAJ solution for integration.

3.4 PARICHAISolution Implementation Approach

3.4.1 Phase

The implementation of PARICHAISolution shall be take place in four Phases.

- In the first phase, the existing PARICHAISolution will be transitioned to successful bidder (SI). – **Duration 3 Months**
- In the second phase, existing PARICHAISolution has to be run by SI; and in parallel new PARICHAISolution shall be established as per the requirement (functional and non-functional) in this RFP. – **Duration 3 Months**
- In the third phase, new PARICHAISolution shall be maintained and managed by SI as per this RFP terms and conditions. – **Duration 5 years**
- In the fourth phase, PARICHAISolution may add additional functionalities as per the then requirement by MPSEDC, within scope of philosophy of the requirement as mentioned in this RFP. – **Duration as per requirement of MPSEDC (T&M basis)**

The details of four phases are mentioned below:

Phase I – Takeover existing PARICHAISolution [Transition]

The SI shall study and takeover the existing PARICHAISolution / system in coordination with existing system integrator, in discussion with MPSEDC and its designated Project Management Unit (PMU). On the basis of the study and current SI's Exit plan and Knowledge transfer (KT), the SI shall prepare the Transition and knowledge transfer plan.

In parallel, SI shall prepare detailed System Requirement Specification (SRS) and Customization requirements for new PARICHAISolution, taking as base:

- existing System Requirement Specification, and
- functional and non-functional requirements of this RFP

and in discussion with MPSEDC and PMU. Post approval of this SRS from MPSEDC, the SI shall takeover existing, re-architect the PARICHAISolution / system, develop solution and its various components. The SI shall customize and develop the software modules as per the Functional and Non-Functional requirements provided by the MPSEDC and Departments. This shall also include development of new modules which does not exist in current PARICHAISolution like key management etc.

Duration of this phase will be three months. Service level agreements during this period will be ensured by existing SI. New SI (successful bidder) will not be responsible for SLAs.

At the end of this phase, old SI will be released from the project.

New SI will also setup a help desk before start of next phase which shall provide assistance and guidance to the existing and any new Departments towards onboarding them on the PARICHAISolution platform.

Phase II – New PARICHAISolution Establishment [Deliverable/Milestone based]

During this phase, SI shall run existing PARICHAISolution as per old SI's SLA and penalties thereof (if any breach of SLA) as mentioned in **Annexure - C**, using his capabilities. SI is expected to maintain and manage existing PARICHAISolution (both hardware and software) in As-is condition during the phase.

In parallel, his team will re-architect the PARICHAISolution / system, develop solution and its various components, and get UAT done. Duration of this phase will be three months.

The SI may re-use the existing infrastructure and software purchased (refer Section on

) by MPSEDC / existing SI as part of the PARICHAISolution project. Further, SI shall procure, supply and commission the 'Gap/Additional infrastructure' proposed as Bills of Material (BOM) format. The SI shall also perform Unit testing, Integration testing and Load Testing to ensure that the solution provided meets the requirements and highest quality standards. The SI shall also make provisions and provide necessary support for User Acceptance Testing (UAT) and Security Audit by agency assigned by MPSEDC.

SI should set-up directly on Production environment, which will be called pre-production initially. Post successful UAT and Audit, this environment will change to Production environment. Once PARICHAISolution system is deployed on production environment, the SI shall load data from the existing PARICHAISolution system into new PARICHAISolution system.

Simultaneously (after set-up of Production first), SI shall setup development and pre-production environment where pre-production will be exact replica of Production however scaled down to 1/4th of Production or smaller as decided by MPSEDC. **SI should factor Infra in such manner to have pre-prod at least 25% of Production and Development at 5% of Production.**

Upon successful completion of all activities specified above, MPSEDC shall consider the PARICHAISolution as 'Go-Live'.

Phase III – New PARICHAISolution Operations and Maintenance– post 'Go-Live' [SLA based]

The SI as part of Phase-III shall provide Maintenance support to MPSEDC from the date of 'Go-Live'. This shall include activities like maintenance for overall system stabilization, solution maintenance, system administration, security administration, database administration, software upgrades and end-user problem resolution. The maintenance support will have to ensure that the solution is functioning as intended and attending to all problems associated in operation of the application system.

The SI has to ensure comprehensive onsite warranty and AMC / ATS of the deployed solution (both hardware and software) irrespective of its' purchaser, till 5 years after Go-Live or contract duration whichever is later.

Phase IV– Adoption and Rollout [Time and Material based]

During the fourth phase of the project, the SI shall deploy the manpower as per the indicative manpower requirement (refer Section 3.6 Scope of Work for System Integrator – Phase IV) on Time & Material basis for establishment of PARICHA Lab. The PARICHA Lab shall seek the requirement from MPSEDC which would have generated due to future / unforeseen circumstances, within scope of philosophy of the requirement as mentioned in this RFP and integrate the same using the PARICHA application.

The PARICHA Lab shall be constituted after the implementation and stabilization of the solution, and shall be established tentatively for 2 years (and / or extendable) from the date of Go-Live. However, the final decision regarding manpower and term of PARICHA Lab shall be taken by MPSEDC at the time of Go-Live.

MPSEDC shall trigger requirement of engagement / dis-engagement of resources of Lab, one month before its required date of deployment / un-deployment from Project. However, in case their performance is found to be below MPSEDC's expectation; the same shall be informed to the System Integrator who shall provide a replacement of the resource within 15 days.

3.4.2 Architecture

This section describes technical architecture of the PARICHA system. It will act as broad guideline to which solution has to comply, meeting requirements as mentioned in this RFP.

1. There has to be three environments: Development, Pre-production, Production where only Development environment will not be covered under SLA and requirements as per this RFP.
2. System should have three tier architecture i.e. web-app-db.
3. Pre-production has to be exact replica of production except scale (1/4th).
4. System should have **redundancy** at all level in Production and pre-production. SI has to demonstrate redundancy periodically with frequency as decided by MPSEDC (not more than six months) during contract duration.
5. Production environment MUST be on physical machines at least for– Common Web Server, AUA server, KUA server, Aadhaar Data Vault and PARICHA gateway, each having redundancy.
6. All environments should have both vertical and horizontal scalabilities.
7. All core modules of PARICHA solution must be on separate machine, with high availability in Active - Passive mode, where Passive mode should come up automatically after a certain failure threshold (count of requests getting error OR time frame of slow / non-response) of Active node. However, SI may choose Active – Active, if he feels criticality higher to meet his SLAs.
8. It should have AD, LDAP, WSUS systems for domain control, authorization, patch updation.
9. Virtualization / cloud can be used for pre-production and development environment only.
10. **Public cloud is not allowed.**
11. SI may setup Virtual private cloud (VPC) with full automation.
12. **Load balancer** (redundant) should have capability to handle 3 Million L7 requests per second handling capacity with OEM in Gartner's Leader quadrant in last 4 years. It will be used in Active – Passive mode.
13. All physical devices should have hot swappable dual power supply.
14. All devices should have 10Gbps or higher traffic capability.

15. Servers should have processor having minimum 24 core each and 2.2 Ghz frequency (intel based).
16. Servers should have DDR4 RAM with frequency 2400 Ghz or higher. Core:RAM (in GB) ratio should be 1:16 or higher.
17. **Storage** should have 16Gbps speed with 30% SSD, 70% SAS (minimum 15K RPM), 200 TB or higher usable capacity in RAID 6 or equivalent. Storage should support both thin and thick provisioning. Storage has to be connected with Server via Fiber Channel (FC) protocol only.
18. SI should supply SAN and Network switches (L3 or higher) in redundant and stackable mode.
19. Licenses required for using features as mentioned in Vol-II should be supplied from Day one, without any additional cost to MPSEDC.
20. Backup solution should have Disk-to-Disk (D2D) and Disk-to-Tape capability with licenses. D2D capacity should be 10% of total usable storage capacity. It should be able to take Online backup of entire system (including database), with required licenses supplied from Day one.
21. **Backup policy** has to ensure Point-in-time recovery for at least 30 days (one month) for all cases. Tapes should be sufficiently procured with adequate cleaning tapes.
22. Tape capability should be LTO-9 or higher.
23. Tape library should be in redundant mode with minimum 3 (or higher) arms.
24. SI may explore buy-back option for existing PARICHAJ infrastructure, once it is off-boarded (approved by MPSEDC) from the system. However, in this case, all devices holding data must be destroyed in front of MPSEDC personnel, and MUST not be part of buy-back.
25. PARICHAJ system will be in co-located environment where SDC will provide basic non-IT services and Network (outside PARICHAJ system's rack). If any material/ item required (like cables, SFPs etc.) to connect PARICHAJ system with SDC, same has to be procured by SI, at no additional cost to MPSEDC.
26. SDC is currently having 4.5 KW (04 in number) and 9 KW (02 in number) power capacity racks (42U) of 600 x 1200 mm with **peripheral cooling**. SI has to architect solution in manner such that it accommodates in existing SDC within this power and space capacity.

Architecture has to be vetted by MPSEDC, and only after their approval, SI should proceed.

3.5 Detailed Scope of Work for System Integrator – Phase I, II, III

The SI shall be responsible for takeover existing, re-architect, development, implementation, documentation* and maintenance of the solution. The SI would be required to assess and understand the requirements from the existing PARICHAJ solutions artifacts (SRS, HLD, LLD etc.), FRS in this RFP, MPSEDC and PMU. Basis the study and requirement, the SI shall takeover existing, re-architect, develop and implement the solution.

* **Document Approval Mechanism:** MPSEDC will share feedback / changes (if any) required in submitted implementation related document i.e. till start of Phase – III, requiring MPSEDC's approval within 15 days of its submission by SI to MPSEDC, and SI has to accommodate accordingly. If SI do not receive any feedback / comment, they may proceed assuming provisional

approval, so as to avoid delay in their delivery. That is, in general, there will be 15 days to finalize **implementation** documents, so as to avoid delays in project timeline / roll-out. However, in exceptional circumstances, MPSEDC reserves right to stop SI via written communication and proceed any further, till the document is approved by MPSEDC.

Through PARICHA,SI on behalf of MPSEDC shall provide at least the following services to Departments. Details of these along with functionalities can be referred in Vol – II of this RFP:

- a. **Aadhaar Authentication and Aadhaar electronic Know Your Customer (eKYC) services:** Amongst the services offered by PARICHA, the most important ones are the Aadhaar authentication service and eKYC service which PARICHA shall provide. The PARICHA shall act as an Authentication User Agency and shall route all the authentication transactions from State Government Departments to UIDAI and shall share the response back to the State Government Departments. MPSEDC in this process shall engage with multiple Authentication Service Agencies / KYC Service Agencies to maintain redundancies and quality of services. It is proposed that all transactions shall be routed through secured network protocol. The connectivity of PARICHA with ASA and KSA shall be provisioned by MPSEDC. For reference to Aadhaar Authentication and Aadhaar eKYC the bidder may refer the publications released by UIDAI on its website (www.uidai.gov.in).
- b. **Aadhaar Data Vault (ADV):** is “single, secured and centralized” database system which is isolated from department’s database. It is applicable only for Global AUA, which MPSEDC is. ADV will only have aadhaar number and a unique reference key generated against each aadhaar in such manner that actual aadhaar number could never be derived from its reference key. Aadhaar number in ADV is stored only after encrypting from the keys placed in highly secure hardware security module (HSM) devices. PARICHA, as AUA, provides ADV services to its sub-AUAs for:
 - a. conversion of existing aadhaar to reference keys,
 - b. reference keys can be queried for their corresponding aadhaar, for purposes like Aadhaar enabled direct benefit transfer (DBT)

All existing Aadhaar - reference key pairs should be imported into new ADV “As-is” and condition that same logic must be used to generate new pairs. At any point of time, one aadhaar should have only one and unique reference key (18 digits numeric) irrespective of it was generated earlier in existing PARICHA’s ADV (created by existing outgoing SI) or later PARICHA’s ADV (created by incoming successful bidder of this RFP).

- c. **Business Intelligence dashboard for monitoring and planning:** Business intelligence dashboard have been planned to be provided to the key officials within the Departments who are onboarding on the PARICHA platform. The Dashboards need to be designed for individual Department after assessing the requirements. Tentatively, these dashboards are planned to provide information regarding transactional interaction between departments and PARICHA etc.

- d. **Analytical Reports for Departments:** As part of the PARICHAI system, MPSEDC also plans to prepare Analytical reports which shall be of interest to the State Government Departments. These reports shall help in creating insightful analysis from the data being stored at PARICHAI. The reports shall help Department in taking information based decision making. Further, MPSEDC may want to correlate the reports with other indicators like number of schools, colleges, department offices, etc. to bring a perspective of planning and monitoring.

The above mentioned list of services is indicative in nature. MPSEDC during the implementation of the project may plan to increase/decrease these services offering basis the finalized requirements.

To implement above mentioned services the System Integrator would be requirement to carry out various activities. The list of key activities shall include:

1. Project Planning and Project Management

The success of PARICHAI project lies on its proper planning and management. The SI needs to plan all the important tasks to ensure that all pre-requisite is met and the SI team is able to deliver the project as per the timelines, requirements and service levels. During the course of project, the SI would be required to prepare project plan, project initiation document, progress reports, risk register, issue register and other project management related documents. The indicative list of project management documents would include the following:

- **Project Schedule:** A detailed week-wise timeline indicating various activities to be performed along with completion dates for the same shall be provided by the SI.
- **Project Initiation Report:** The project initiation report shall be prepared by the SI after the initiation of the project. The report shall contain manpower deployment plan, project plan, risk mitigation plan, escalation matrix, etc.
- **Progress Reports:** Detailed weekly, fortnightly, monthly Progress Report along with issues/escalations/risks. The format shall be finalized by the MPSEDC prior to start of the project.
- **Risk Register:** SI shall be required to maintain a risk register which shall enlist all possible risks which shall impact PARICHAI along with their occurrence and likelihood. The SI shall also propose the mechanism to mitigate the identified risks.
- **Issue Register:** Apart from the risk register the SI shall also maintain the issue register which shall list down the issue that have occurred in the project and the decision/remedial measures taken in reference to the issue.
- **Knowledge / Learning Register:** This will record key learnings (both technical and non-technical) from the project during all the four phases, which will be helpful for future team to work on the PARICHAI solution / system.
- **Other reports** which shall be required to be delivered as part of implementation of the PARICHAI project

2. Requirement Gathering

The SI shall carry out a detailed assessment to refine the Functional Requirements Specifications provided in this RFP and formulate the System Requirements Specifications (SRS) document incorporating the requirements provided by all the stakeholders.

As part of the requirement gathering activity the SI should study the Aadhaar Act, UIDAI guidelines, court of laws orders, state govt. / GoI guidelines and state's Aadhaar ecosystem, with the help of MPSEDC and UIDAI portal.

The indicative deliverables under this item shall be:

- Software Requirement Specification (SRS) covering the functional requirements, data integration requirements, data management requirements, non-functional requirements, etc.
- Requirement Traceability Matrix
- Gap Assessment Report
- Sign-off*by MPSEDC on SRS document

* As per Document Approval Mechanism as in Paragraph 1 of start of this Section “3.4 Detailed Scope of Work for System Integrator – Phase I, II, III”.

3. Solution Design and Solution Architecture

During this phase the SI shall develop a detailed design document that shall meet the user's requirement captured in the previous phase. SI during this phase shall be required to perform at least the below mentioned activities:

- a) Preparation of PARICHAJ Solution Architecture specifying the Functional, Infrastructure, Data, Deployment, Network and Security Architecture
- b) Preparation of PARICHAJ System Design Document specifying the construction details of the system, each system component's interaction with other components and external systems, and the interface that allows end users to operate the system and its functions
- c) Development of Security Plan
- d) Preparation of data integration and data quality design document specifying how data from disparate source systems shall be integrated in the PARICHAJ
- e) Preparation of logical data warehouse model
- f) Dashboard and Analytical Report design
- g) Exceptions and Business Alerts definitions

The illustrative deliverables for this activity are mentioned below.

- Solution Design and Architecture Document (including ER Diagram and Data Flow Diagram)
- High Level Design Document and Low Level Design Document (including Schema Diagram)
- Use Cases

- Test Plan
- All Policy, Plan & Methodology Documents covering aspects mentioned above

4. Testing Preparation

The SI shall prepare the test cases and get them validated by MPSEDC. The test cases shall be comprehensive covering all scenarios according to specifications, requirements, and design.

The SI shall also prepare the required test data and get it validated by MPSEDC. The test data shall be comprehensive and address all scenarios identified in the test cases. The SI should also prepare the test data for all required integrations.

The illustrative deliverables for this activity are mentioned below.

- Test Cases
- Test Data

5. Software Development / Customization, and Testing

The SI shall develop the software in accordance with the approved requirement specifications, design specifications, and according to the project plan and carry out the unit testing of the software in accordance with the approved test plans. The overall PARICHAI setup shall be implemented in three environments **i.e. Development environment, Pre-Production environment and Production environment.**

The illustrative deliverables for this activity are mentioned below.

- Development of PARICHAI Software as per the finalized requirements and design
- Delivery of Software along with Licenses, Operational / Technical manuals, Library Files, Setup Programs etc.
- Unit and Integration testing of the software along with test summary report and bug report
- Necessary modifications to meet the requirements and Bug Closure report

6. Supply, Installation and Commissioning of Infrastructure

The SI as part of the requirement gathering process shall validate the Gap infrastructure requirement and supply additional Infrastructure at State Data Center to meet the expected load and service level agreements mentioned in this Bidding Document. The SI shall deploy the Additional/Gap Infrastructure (hardware and software) for the PARICHAI project, and may re-use existing infrastructure by re-architecting it, however, without disturbing existing PARICHAI solution services till Go-Live (start of Phase – III). SI may downsize non-critical applications though in Phase - II to release some components for their re-usability. The complete infrastructure (Hardware, Software, Network, Storage, etc. –

Gap/Additional and existing (if reused)) shall be required to be installed, commissioned and maintained as per SLA for the entire duration of the engagement.

As the PARICHAI infrastructure is proposed to be deployed in the State Data Center, the Infrastructure architecture designed for PARICHAI needs to be in line with the SDC setup and follow the SDC guidelines. The PARICHAI infrastructure shall be co-located within the State Data Centre. The common infrastructure (electricity, network, air-conditioning, etc.) of SDC shall be made available to the System Integrator by MPSEDC.

The illustrative deliverables for this activity are mentioned below.

- Supply of Additional Infrastructure
- Deployment plan
- Installation and deployment of Infrastructure
- Installation and Commissioning Report
- Re-usability plan for existing Infrastructure (if applicable)

7. User Acceptance Testing

Test Plans for UAT would be prepared by the SI in collaboration with the Consultants and Domain Experts, and in-line with functional requirements as mentioned in Vol - II. The SI will plan all aspects of UAT (including the preparation of test data and test environment) and obtain required assistance to ensure its success. MPSEDC will assemble representatives from different user groups based on inputs from the SI and would facilitate UAT. The SI would make the necessary changes to the solution to ensure that it successfully passes through UAT.

It is mandatory for SI to incorporate/consider test cases as part of UAT test cases for those customized and/or extensions and/or configured functionalities identified from traceability matrix.

MPSEDC would issue certification of acceptance for which it shall verify availability of all the defined services as per this RFP and contract signed between the SI and MPSEDC. The System Integrator shall be required to demonstrate all the services / features / functionalities as mentioned in the agreement. Prerequisite for carrying out UAT activity shall be:

- a) Detailed test plan shall be approved* by MPSEDC. This shall be submitted by SI before this activity to be carried out.
- b) All documentation related to solution and relevant acceptance test document should be completed & submitted before the final acceptance test to MPSEDC.
- c) The training requirements as mentioned should be completed before the final acceptance test.
- d) Licenses / manuals / brochures / Data Sheets / CD / DVD / media for all the supplied components have been provided to MPSEDC.

- * As per Document Approval Mechanism as in Paragraph 1 of start of this Section “3.4 Detailed Scope of Work for System Integrator – Phase I, II, III”.

The illustrative deliverables for this activity are mentioned below:

- Testing Reports
- Necessary modification in software for passing the UAT

8. Third Party Audit

MPSEDC shall appoint a third party auditor who shall be responsible for performing the Security Audit of the PARICHAJ system. The SI needs to ensure that the PARICHAJ solution is in compliance with the Security Policy and Guidelines released by UIDAI and MPSEDC.

The third-party agency appointed by the MPSEDC shall conduct on minimum below mentioned parameters. In all cases, the cost of audit shall be borne by the MPSEDC, however, the cost of rectification of non-compliances by the SI shall be borne by the SI. SI will be required to assist and fix defects / feedback in reasonable time (under supervision of MPSEDC / PMU), without any additional cost to MPSEDC.

System will be good to go ‘Go-Live’ after successful UAT and Security audit. However, as per UIDAI guidelines, MPSEDC has to undergo at least one audit by CERT-IN / UIDAI empaneled agency, and same will happen as per decided by MPSEDC.

Additionally, MPSEDC may later (after start of Phase – III) choose to get PARICHAJ solution / system undergo any kind of third party audit, such as below, of Application and Infrastructure both (as per applicability) and at any point of time during the SI’s tenure, to which SI will assist and fix defects without any additional cost to MPSEDC.

- a) Functional Testing
- b) Accessibility Testing
- c) Performance Testing
- d) Penetration Testing
- e) Vulnerability Testing
- f) Database Server Controls
- g) Any other as per IT industry standards

The illustrative deliverables for this activity are mentioned below.

- First Round Audit Report (by Auditor)
- Rectified solution and submission of next round of audit (by SI)
- Next Round Audit Report (by Auditor)
- If required, Rectified solution and submission of next round of audit (by SI)
- Compliance Confirmation by the Auditor (by the Auditor)

9. Capacity Building and Training of Stakeholders

A critical factor for the success of the PARICHAI project is the need to build capability within the employees and the officials by training and enabling them to use and seek benefit of the PARICHAI system. In view of the above capacity building and training hold importance and prominence for the PARICHAI project.

The SI as part of the PARICHAI project shall provide training to MPSEDC and Department to onboard them on the PARICHAI platform. The training shall be about PARICHAI's capabilities / modules / services and how to use them.

The illustrative deliverables for this activity are mentioned below.

- Training Calendar and Curriculum
- Training Material, Training Manuals, Troubleshooting Manuals, etc.
- Training Sessions, Questionnaire and Evaluation Results

10. Department On-boarding

In addition to existing, if any new department / agency as decided by MPSEDC comes to on-board, then SI has to facilitate making all necessary configurations in the PARICHAI system. The SI shall be required to assess their need and enable smooth integration of department's application via web services / PARICHAI gateway / PARICHAI portal (as the case may be). SI shall ensure that the Key service offered by PARICHAI are integrated with the Department services delivery, as per various Aadhaar guidelines. The scope of integration of PARICHAI services (excluding BI/Dashboards) shall be restricted to guiding Department's technology partner to integrate to MPSEDC's PARICHAI platform.

The illustrative deliverables for this activity are mentioned below.

- Delivery of services as defined in the Section "Detailed Scope of Work for System Integrator – Phase I, II, III"
- Preparation of Technical On-boarding Kit for Departments
- Provide support and guidance to the Technology Partner of concerned Department in utilization of services offered by PARICHAI
- Provide necessary roles based access of the PARICHAI platform to the designated officials in the Department
- Implement and integrate Department identity related data with PARICHAI, as per allowed by law
- Utilize the tools in carrying out the analysis on the PARICHAI data and sharing the reports to the designated officials of Department
- Configure the tools with suitable Dashboard and Reports as per requirements of concerned Department

- Setting up mechanisms for continuous data / report exchange between PARICHAJ and Departmental data sources
- Monthly (or as and when required) Reporting On-boarding status, transactions done by on-boarded departments, departments in talks, and any other details required related to departmental on-boarding

11. Business Continuity Support

The PARICHAJ is of crucial importance to the Government of Madhya Pradesh, due to nature of its services. In this regards it become important that the SI plan to not only take maximum security measures but also plans for create a resilient environment/system which can be recover in case of a Disaster.

MPSEDC plans to create a DR site for the entire State Data Center. PARICHAJ being hosted at SDC in the collocation model shall also be required to be prepared for BCP/DR. In this regards during implementation, theMPSEDC may appoint/nominate a consultant / PMU who shall prepare the BCP/DR Strategy and BCP/DR plan for the PARICHAJ in line with the SDC DR framework. The consultants / PMU shall also be required to assess the need for infrastructure, DR solution and shall propose optimum service levels to be achieved by the SI in reference to DR/BCP.

The infrastructure including the replication solution for the DR shall be procured by MPSEDC and shall be hosted in DR site. High bandwidth connectivityshall also be provisioned by MPSEDC between the Data center and Disaster Recovery location.SI shall be responsible for performing complete operations at SDC site (including for BCP) as per the DR/BCP plan and shall ensure recovery/backup as per the finalized plan.

The SI shall also be responsible for coordinating with the service provider at Disaster Recovery Site as engaged by MP SDC. Further SI shall also be responsible for managing the RTO and RPO as per the PARICHAJ DR strategy. Resuming (including Rolling back to DC) the Application and Database shall also be part of the SI responsibility.

The illustrative deliverables (in coordination with DR SI) for this activity are mentioned below.

- Devise a Replication-and-Restore policy
- Managing the storage of back-up media in a safe and secure manner during the warranty and maintenance period
- Preparation of Business Continuity Plan (BCP)/Disaster Recovery (DR) Plan
- Regular Drill Exercises at pre-decided frequencies (tentatively quarterly) and improvement in BCP
- Assist in bringing up/rolling back the PARICHAJ in case of any systems failure in consonance with the BCP approved by MPSEDC

12. Monitoring and Maintenance of Overall Solution

As part of scope of work for Phase III, the System Integrator shall be required to provide Maintenance support **for 5 years from the date of Go-Live**. In this phase, SI shall be responsible for establishing and operating the help desk, provide resolution of issues being raised by the MPSEDC & Department, monitor the solution, optimize the performance, provide comprehensive onsite warranty along with AMC/ATS for his entire tenure, provide upgrades & updates on the software solution without any additional cost to MPSEDC and provide support to MPSEDC in managing the solution.

During the project period, SI shall warrant that the goods supplied under the contract are new, unused, of the most recent version/models and incorporate all recent improvements in design and materials unless provided otherwise in the Contract. The SI also warrants that the systems and overall solution supplied to MPSEDC shall have no defect arising from the design, materials or workmanship or any act or any omission.

The warranty period of any product or equipment shall start from the date of “Go-Live”.

The SI shall provide managed IT services for 5 years from the “Go-Live” date. This would include maintenance for overall system stabilization, solution maintenance, hardware maintenance, system administration, security administration, database administration, backup maintenance and end-user problem resolution. The operational support will have to be provided, through a suitable Helpdesk system, to ensure that the solution is functioning as intended and that all problems associated with operation are resolved to the satisfaction of stakeholders.

The SI shall provide software updates free of cost, during the contract period for all software components. The vendor shall be responsible for the maintenance of the PARICHA, which includes application solution management and IT Infrastructure management including security management, network management, server management, storage management, Antivirus, mailing service, backups etc. Following includes, but not limited to, the various activities to be performed by the SI during the maintenance of the solution.

a) Application Solution Management

- The SI shall provide warranty for PARICHA application solution software for the duration of 5 years, commencing from the date when the system goes “live”. The warranty should include that the solution supplied under this Contract shall have no defect arising from design or workmanship or from any act or omission of the successful vendor that may develop under normal use of the supplied solution.
- During the warranty period, vendor shall be completely responsible for defect free functionality of the application software and shall resolve any solution related issues including bug fixing etc. within reasonable duration (not more than one quarter i.e. 3 months of it being raised) agreed between MPSEDC and the vendor.
- SI shall provide the latest updates, patches/ fixes, version upgrades relevant for the PARICHA solution at no extra cost to MPSEDC.

- SI shall be responsible for software version management, software documentation management reflecting current features and functionality of the solution.

The illustrative deliverables with periodicity Monthly or as and when asked by MPSEDC for this activity are mentioned below (not limited to):

1. Software / Application version with respect to latest version
 2. Software Licensing and Support details, along with current usage
 3. Software Patch release and applied date along with their criticality
 4. Solution Release notes
 5. Trouble Report with its severity and expected date of fix, along with release in which trouble appeared and in which it will be fixed
 6. API documents
 7. Error codes and their definition etc.
- b) Infrastructure Management: This includes the design of an appropriate System Administration policy with precise definition of duties and adequate segregation of responsibilities and obtaining the approval for the same from MPSEDC. System Administration includes the following activities:
- Overall management and administration of infrastructure solution including servers, networking & security components, storage solution etc.
 - Performance tuning of the system as may be needed to comply with SLA requirements on a continuous basis.
 - Monitor and track server performance and take corrective actions to optimize the performance on a daily basis.
 - System administration tasks such as creating and managing users etc.
 - Data storage management activities including backup, restore and archival etc.
 - Attend to user request for assistance related to usage and management of the PARICHAJ system
 - Replacement of equipment as per service levels
 - Other important activities shall include but not limited to:
 - i. Maintenance of system configuration
 - ii. Implementation of system security features as per the UIDAI/MPSEDC Guidelines
 - iii. Tracking the server's performance and take remedial and preventive actions in case of problems
 - iv. Proper upkeep of storage media for taking backups

The illustrative deliverables with periodicity Monthly or as and when asked by MPSEDC for this activity are mentioned below (not limited to):

1. Firmware version with respect to latest version with release date etc.
 2. Hardware licensing and support details along with current usage
 3. Hardware Patch release and applied date along with their criticality
 4. Utilization report for each hardware component (like server, storage, tape, load balancer etc.)
 5. Maintenance report - done in the month, and planned for next month
 6. Virtualization / Cloud report clearly indicating leftover capacity in terms of RAM, CPU, Storage etc.
 7. Backup and Archival Report as per Backup policy
 8. Incident / event reports,
 9. Root cause analysis
 10. Trouble Report with its severity and expected date of fix, along with workaround and timeline by which it will be fixed
 11. Availability report of various components
 12. OEM contact details and escalation matrix, along with support details (type, date of expiry) for all COTS and third party software and hardware products
 13. Support tickets details having ticket number, issue and its current status
 14. Hardware parts' replacement and inventory details
 15. Backup tape inventory details
- c) Information Security: The SI shall be responsible for implementing measures to ensure the overall security of the solution and confidentiality of the data in compliance with the UIDAI and MPSEDC Security Guidelines. The SI shall monitor systems for events or activities, which might compromise (fraudulently or accidentally) the confidentiality, integrity or availability of the Services. Key Activities would include:
- i. Compliance to the UIDAI/MPSEDC Security Guidelines
 - ii. Monitoring the security of the system:
 - a. Through the reports shared by the SDC Data Centre Operator (DCO)
 - b. Audit review tools
 - c. Manual processes
 - iii. The SI shall co-operate with the appointed representatives of MPSEDC in case of security incidents. The incident response process will seek to limit damage and may include the investigation of the incident and notification of the appropriate authorities. A summary of all security incidents shall be made available to MPSEDC on a weekly basis. Significant security incidents will be reported on a more immediate basis.
 - iv. The SI shall produce and maintain system audit logs on the system for a period agreed by the SI and MPSEDC, at which point they will be archived and stored at off-site or as desired by MPSEDC. The SI will regularly review the audit logs for relevant security exceptions and submit monthly reports to MPSEDC.

The illustrative deliverables with periodicity Monthly or as and when asked by MPSEDC for this activity are mentioned below (not limited to):

1. Security incident details along with mitigation, closure details
2. System Access requests
3. Infrastructure Users and their role (not portal / application users, as same is required in next report)
4. Application / portal users and their roles
5. SDC access requests (network access, VPN access etc.)
6. Security audit reports and their closures

d) Help Desk Requirement

- SI shall setup a centralized helpdesk at MPSEDC premises at start of Phase – II itself. The SI shall arrange and maintain within the contract value and throughout the contract period, all infrastructure, and software applications necessary for managing the Help Desk including provisioning at the Help Desk location. Engineers deployed for providing support services should be equipped with mobile phones. Cost of the mobile and mobile bills shall be borne by the SI within the contract value. The SI should provide multiple channels to log a complaint such as telephone line, cell phones, E-mail, Intranet, direct walk-in etc.
- Help Desk shall provide resolution to the problems and issues arising at MPSEDC after the Go-Live of PARICHAJ. Outage of components would be calculated as a time between logging the call and closing the call.
- It is expected that the team deployed would be technically competent to handle all technical issues including but not limited to trouble shooting, resolution of service tickets of various priorities, SLA monitoring, etc. as well as reporting and monitoring, and other administrative requirement of MPSEDC.
- The help desk shall be available during service window (8 AM to 8 PM) on all 7days except national holidays / declared by state government / district administration (local holidays).
- During holidays / off-service window, Helpdesk should carry mobile phones along with them, for handling any emergency calls.
- SI to provide known problems and solutions to helpdesk, which can be further enriched by helpdesk team
- Helpdesk team should log ticket in every case, with proper severity, for all the calls they receive via email or phone, in an automated helpdesk tool which must be deployed by SI as per functionality mentioned in detail in Vol-II of this RFP. This will include calls by internal MPSEDC team as well.

- The help desks shall act as a single point interface to Departments/MPSEDC for providing (not limited to)
 - i. Answers to user's queries in polite and clear voice (Hindi and English, as the case may be)
 - ii. Solutions to known problems
 - iii. Information about PARICHAJ's services and how to avail them
 - iv. System downtime
 - v. Log tickets and forward it to concerned technical team of SI
 - vi. Maintaining a repository of issues and events
 - vii. Proliferating new releases/ versions of software
- The help-desk personnel must have good understanding of the project and its services, the technical, functional and operational details of the PARICHAJ solution, and must have very good communication skills.
- The implementation vendor would be required to adhere to all Service Level Agreements for maintaining the quality of service
- The vendor shall implement the web based management/ monitoring system to facilitate the tracking /monitoring of incidents and adherence to various SLA requirements.

The illustrative deliverables with periodicity Monthly or as and when asked by MPSEDC for this activity are mentioned below (not limited to):

1. Knowledge bank of known problems and their solutions (being continuously updated)
2. Details of Tickets raised along with their type (information / problem), severity, status and resolution time etc.
3. Third party integration partner contact details like ASA, UIDAI, NPCI, SDC etc.
4. User department contact details (both nodal, technical officer)

13. Knowledge Transfer (Exit Management)

Near to the completion of the project/expiry of the contract the System Integrator needs to plan for an exhaustive Knowledge Transfer exercise which shall ensure that on expiry of the engagement, MPSEDC or its designated agency is able to operate PARICHAJ and provide services to different Departments. Exit / Transition will be at least **three months' activity**. During the exit management process following key activities (indicative list of activities) shall be required to be performed by the SI.

- a) **Transfer of Assets:** The SI ensure transfer of Assets to MPSEDC before three months from the date of expiry of contract/termination of contract.
- b) **Co-operation and Provision of Information:** During the exit management period SI shall allow MPSEDC access to information reasonably required to define the then current mode of

operation associated with the provision of the services to enable the client to assess the existing services being delivered.

c) **Confidential Information, Security and Data:** The SI will promptly on the commencement of the exit management period, supply to the MPSEDC or its nominated agencies the following:

- Information relating to the current services rendered and performance data relating to the performance of the services; documentation relating to project, Project's Intellectual Property Rights; any other data and confidential information related to project; all current and updated components and documents
- Project data as is reasonably required for purposes of the Project or for transitioning of the services to new SI in a readily available format.
- At any time during the exit management period, the SI will be obliged to provide an access of information to MPSEDC and / or any Replacing System Integrator in order to make an inventory of the Assets (including hardware / Software / Active / Passive), layouts, diagrams, schematics, documentations, manuals, catalogs, archive data, IP addressing, Live data, policy documents or any other material related to the Project.
- All other information (including but not limited to documents, records and agreements) relating to the services reasonably necessary to enable the MPSEDC and its nominated agencies, or its Replacing SI to carry out due diligence in order to transition the provision of the Services to MPSEDC or its nominated agencies, or its Replacing System Integrator (as the case may be).

After successful transition and Exit Sign-off by MPSEDC, SI should not retain any project related documents and data. A written confirmation from SI is expected for this before release of PBG.

d) **Exit Management Plan:** SI shall provide MPSEDC with a recommended exit management plan ("Exit Management Plan") which shall deal with at least the following aspects of exit management in relation to the SLA as a whole and in relation to the Project Implementation, the Operation and Management SLA and Scope of work definition.

- i. A detailed program of the transfer process that could be used in conjunction with a Replacement SI including details of the means to be used to ensure continuing provision of the services throughout the transfer process or until the cessation of the services and of the management structure to be used during the transfer;
- ii. Plans for the communication with such of the SI, staff, suppliers, customers and any related third party as are necessary to avoid any material detrimental impact on PARICHAJ project's operations as a result of undertaking the transfer;
- iii. Plans for provision of contingent support to PARICHAJ Project and Replacement SI for a reasonable period (minimum one month) after transfer.
- iv. SI shall re-draft the Exit Management Plan annually thereafter to ensure that it is kept relevant and up to date.

- v. The Exit Management Plan presented by the SI shall be approved by MPSEDCor its nominated agencies.
- vi. The terms of payment as stated in the Payment Schedule include the costs of the SI complying with its obligations under this Schedule.
- vii. In the event of termination or expiry of SLA, Project Implementation, Operation and Management SLA or Scope of Work each Party shall comply with the Exit Management Plan.
- viii. During the exit management period, the SI shall use its best efforts to deliver the services.
- ix. Payments during the Exit Management period shall be made in accordance with the Terms of Payment Schedule.
- x. This Exit Management plan shall be furnished in writing to MPSEDCor its nominated agencies within 15 days from the receipt of notice of termination or threemonths prior to the expiry this Agreement.

e) Employees

- a. Promptly on reasonable request at any time during the exit management period, the Successful Bidder shall, subject to applicable laws, restraints and regulations (including in particular those relating to privacy) provide to MPSEDC a list of all employees (with job titles and communication address) of the Successful Bidder, dedicated to providing the services at the commencement of the exit management period;
- b. To the extent that any Transfer Regulation does not apply to any employee of the DCO, the client or Replacement Successful Bidder may make an offer of employment or contract for services to such employee of the Successful Bidder and the Successful Bidder shall not enforce or impose any contractual provision that would prevent any such employee from being hired by MPSEDC or any Replacement DCO.

3.6 Scope of Work for System Integrator – Phase IV

During the fourth phase of the project, the SI shall deploy the manpower as per the indicative manpower requirement on Time & Material basis for establishment of PARICHAI Lab. The PARICHAI Lab shall seek the requirement from MPSEDC which would have generated due to future / unforeseen circumstances, within scope of philosophy of the requirement as mentioned in this RFP and integrate the same using the PARICHAI application.

Development work done by PARICHAI Lab (and after its successful demonstration / UAT to MPSEDC), will be merged in the Main build of PARICHAI application. After merging, any bug / defect will be responsibility of O&M team's developer, irrespective of it coming in original or Lab developed piece of code. Base version of Main build will change only when Lab developed code gets merged in it, else bug fixes will only increase sub-version of Main build. For example, if version 2.0 goes live (base version is 2),

any bug fixes will change versions to 2.1, 2.2 etc. However, if any Lab developed code gets merged in it version 2.2 will become version 3.0 and so on.

SI need to ensure developments done by Lab MUST not have adverse impact on system's capability (load capacity, SLA etc.). In case SI estimates reduction in PARICHAI system's capability, he has to submit proof (like load testing results) and report to MPSEDC, along with additional hardware requirement to meet it, and detailed deployment / implementation plan with timelines. This will be considered as **Change Request**. MPSEDC will procure that hardware or pay SI for this cost of additional hardware; after which SI has to setup (implement) this additional hardware with no / minimum downtime at the cost of Lab's Server Administrator and / or Network Administrator till the implementation only at the price which is already discovered as PARICHAI Lab resources in price bid. No additional O&M charges will be given to maintain this addition.

During the Phase IV of this project following team is expected to be deployed for tenure of 24 months (which can be extended). MPSEDC will notify **one month** before date from which deployment / discontinuance (satisfactory performance however no work left) required for all (or any) of these resources. These resources will be required to record their daily attendance via biometric system or any mechanism to MPSEDC.

The Bidder shall quote for these resources (per resource per month) in the Financial Proposal, and will be **considered for evaluation**. However, MPSEDC may multiply the resources if project requires, at same cost; and bidder is expected to supply. System Integrator after the completion of Phase II shall provide the profiles as per the below requirement and seek MPSEDC's approval prior to deployment of resources.

MPSEDC shall regularly monitor the performance of these resources deployed by the System Integrator. Incase their performance is found to be below MPSEDC's expectation; the same shall be informed to the System Integrator who shall provide a replacement of the **resource within 15 days**.

No .	Position	Minimum Qualification	Certification	Total Experience	Relevant Experience
1.	Project Manager	B.E. / B.Tech / MCA (Full time from recognized Indian University)	Certified PMP / PRINCE 2	Min 12 yrs	Min 5 yrs
2.	Solution Architect	B.E./B.Tech/MCA (Full time from recognized Indian University)	TOGAF or equivalent	Min 10 yrs	Min 5 yrs

3.	Business Analyst	B.E./B.Tech/MBA/MCA (Full time from recognized Indian University)	Business Analyst Certification from industry	Min 7 yrs	Min 3 yrs
4.	Data Analyst	B.E./B.Tech/MCA (Full time from recognized Indian University)	Data Analyst Certification from industry	Min 7 yrs	Min 3 yrs
5.	Business Intelligence Designer/Developer	B.E./B.Tech/MCA (Full time from recognized Indian University)	BI Certification in proposed tool	Min 8 yrs	Min 4 yrs
6.	Senior Dot NET Developer	B.E./B.Tech/MCA (Full time from recognized Indian University)	Microsoft Certified	Min 8 yrs	Min 7 yrs
7.	Senior Java Developer	B.E./B.Tech/MCA (Full time from recognized Indian University)	Java Certified	Min 8 yrs	Min 7 yrs
8.	Java Developer	B.E./B.Tech/MCA (Full time from recognized Indian University)	Java Certified	Min 5 yrs	Min 4 yrs
9.	PL/SQL Developer	B.E./B.Tech/MCA (Full time from recognized Indian University)	Oracle Certified	Min 6 yrs	Min 5 yrs
10.	Microsoft SQL Database Administrator	B.E./B.Tech/MCA (Full time from recognized Indian University)	Microsoft SQL Server	Min 6 yrs	Min 5 yrs

		University)	Certified		
11.	Oracle Database Administrator	B.E./B.Tech/MCA (Full time from recognized Indian University)	Oracle Certified	Min 6 yrs	Min 5 yrs
12.	Server Administrator with experience in Virtualization / Cloud	B.E./B.Tech/MCA (Full time from recognized Indian University)	RHEL Certified	Min 6 yrs	Min 5 yrs
13.	Network Administrator	B.E./B.Tech/MCA (Full time from recognized Indian University)	Cisco Certified	Min 6 yrs	Min 5 yrs
14.	Security Expert (conversant with cyber and aadhaar laws & regulations)	B.E./B.Tech/MCA (Full time from recognized Indian University)	CISA / CISM certified	Min 8 yrs	Min 4 yrs

The detailed profile for the abovementioned profiles has been detailed out in the RFP Volume II.

3.7 Manpower Requirement for Phase I, II

The following table presents the minimum onsite availability requirement of the key manpower for the PARICHAJ project. Bidder may choose to provide more onsite availability of the following key resources.

Though 100% availability of each resources is preferred, some relaxation is given considering practicality. Availability of resources for period less than as mentioned in “Minimum Onsite Availability requirement” during Phase –I and II (six months), will attract penalty as per detailed in “SLA and Penalty” section.

Resource availability will be calculated basis MPSEDC’s working days, and monitored via biometric attendance / any other attendance system as decided by MPSEDC.

N o.	Position	Minimum Qualification	Certificat ion	Total Experie t	Relevan t	Minimu m Onsite
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				nce	Experie nce	Availabili ty requirem ent
1.	Project Manager	B.E. / B.Tech / MCA (Full time from recognized Indian University)	Certified PMP / PRINCE 2	Min 12 yrs	Min 5 yrs	90 %
2.	Solution Architect	B.E./B.Tech/MCA (Full time from recognized Indian University)	TOGAF or equivalent	Min 10 yrs	Min 5 yrs	90 %
3.	Business Analyst	B.E/B.Tech/MBA /MCA (Full time from recognized Indian University)	Business Analyst Certification from industry	Min 7 yrs	Min 3 yrs	75 %
4.	Business Intelligence Designer/Developer	B.E./B.Tech/MCA (Full time from recognized Indian University)	BI Certification in proposed tool	Min 8 yrs	Min 4 yrs	75 %
5.	Senior Java Developer	B.E./B.Tech/MCA (Full time from recognized Indian University)	Java Certified	Min 8 yrs	Min 7 yrs	90 %
6	PL/SQL Developer	B.E./B.Tech/MCA (Full time from recognized Indian University)	Oracle Certified	Min 6 yrs	Min 5 yrs	90%
7	Oracle Database	B.E./B.Tech/MCA (Full time from	Oracle Certified	Min 6 yrs	Min 5 yrs	90%

	Administrator	recognized Indian University)				
8	Server Administrator with experience in Virtualization / Cloud	B.E./B.Tech/MCA (Full time from recognized Indian University)	RHEL Certified	Min 6 yrs	Min 5 yrs	90%
9	Network Administrator	B.E./B.Tech/MCA (Full time from recognized Indian University)	Cisco Certified	Min 6 yrs	Min 5 yrs	90%
10	Security Expert (conversant with cyber and aadhaar laws & regulations)	B.E./B.Tech/MCA (Full time from recognized Indian University)	CISA / CISM certified	Min 8 yrs	Min 4 yrs	75%

3.8 Manpower Requirement for Phase III (after Go-Live)

The following table presents the minimum onsite availability requirement of the key manpower for the PARICHA project. Bidder may choose to provide more onsite availability of the following key resources.

Though 100% availability of each resources is preferred, some relaxation is given considering practicality. Availability of resources for period less than as mentioned in “Minimum Onsite Availability requirement” during Phase –III i.e. O&M period, will attract penalty as per detailed in “SLA and Penalty” section.

Resource availability will be calculated basis MPSEDC’s working days, and monitored via biometric attendance / any other attendance system as decided by MPSEDC.

No .	Position	Minimum Qualification	Certificati on	Total Experien ce	Relevant Experien ce	Minimum Onsite Availabilit y requireme nt
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1.	Project Manager	B.E. / B.Tech / MCA (Full time from recognized Indian University)	Certified PMP / PRINCE 2	Min 12 yrs	Min 5 yrs	90 %
2.	Business Intelligence Developer	B.E./B.Tech/MCA (Full time from recognized Indian University)	BICertificati on in proposed tool	Min 8 yrs	Min 4 yrs	75 %
3.	Senior Developer (in Technology to be used in new PARICHAJ development)	B.E./B.Tech/MCA (Full time from recognized Indian University)	Certified in Technology to be used in new PARICHAJ developmen t	Min 8 yrs	Min 7 yrs	90 %
4.	Database Administrator (in Technology to be used in new PARICHAJ developmen t)	B.E./B.Tech/MCA (Full time from recognized Indian University)	Certified in Technology to be used in new PARICHAJ developmen t	Min 6 yrs	Min 5 yrs	90%
5.	Server Administrator with experience in Virtualizati	B.E./B.Tech/MCA (Full time from recognized Indian	Certified in Technology to be used in new PARICHAJ	Min 8 yrs	Min 5 yrs	90%

	on / Cloud	University)	deployed			
6.	Backup and Storage Administrator	B.E./B.Tech/MCA (Full time from recognized Indian University)	Certified in Technology to be used in new PARICHAI deployed	Min 8 yrs	Min 5 yrs	90%
7.	Security Expert (conversant with cyber and aadhaar laws & regulations)	B.E./B.Tech/MCA (Full time from recognized Indian University)	CISA / CISM certified	Min 8 yrs	Min 4 yrs	75%

4 Section IV: Project Implementation and Payment Schedule

PARICHAI is a prestigious and ambitious project of Government of Madhya Pradesh, handling 42 departments / agencies. The MPSEDC envisions establishing the new PARICHAI platform in a time-bound manner such that no Departments / Agency get impacted during this transition. In consideration of this, the SI shall be responsible for the timely delivery of products and services as described in the Bidding Document.

The project shall be implemented in four phases. The first two phases shall be deliverable / milestone based, in this phase the SI shall Takeover existing PARICHAI system, re-architect, Develop, and Implement new PARICHAI system, within **6 months** and provide maintenance support in third phase for the period of 5 years after Go-Live. The fourth phase of the project shall be Time and Material based, in this phase the SI shall provide the manpower for PARICHAI Lab that shall assist in add additional functionalities as per the then requirement by MPSEDC, within scope of philosophy of the requirement as mentioned in this RFP.

The SI shall be remunerated for the products and services delivered to the MPSEDC. During Phase I, II and III, the payments shall be made to SI upon successful achievement of milestones in accordance to the payment terms mentioned in Section 6.3 Payment terms. The milestone shall have deemed to be achieved only after successful completion of all the corresponding activities to the satisfaction of MPSEDC. It may be noted that the payments shall not be further broken down for activities.

In Phase IV, the payment shall be made basis the actual deployment of resources by the SI in accordance to the payment terms mentioned in Section 6.3 Payment terms.

The project expected timeline and payment terms are presented in the table below. The SI is expected to prepare a detailed project plan in accordance with these timelines.

S. No.	Milestone	Activities	Timeline (End Date)	Payment
1.		Contract Signing / Onsite Resource Deployment	T	Nil
Phase I – Takeover existing PARICHA solution [Transition]				
2.	M1: Documentation for PARICHA solution	Requirement Gathering and PARICHA Software Design, confirmed by Approved SRS	T + 1.5 Months	05% of CAPEX
3.		PARICHA Solution Deployment and Architecture Design, confirmed by High Level Design and Low Level Design		
4.	M2: existing PARICHA Transition	Existing PARICHA Project Understanding, confirmed by Signed (old SI, new SI, MPSEDC) Exit / Handover Document	T + 3 Months	05% of CAPEX
5.		Establishment and Operation * of Help Desk, confirmed by availability of HelpDesk resources (manpower and infrastructure both) at		

S. No.	Milestone	Activities	Timeline (End Date)	Payment
		MPSEDC premises * HelpDesk will be “ready to operate”, however, will start operations at start of Phase - II		
Phase II – New PARICHAI solution Establishment [Deliverable/Milestone based]				
6.	M3:PARICHAI Implementation	Delivery of Additional Infrastructure at SDC	T + 5 Months	55% of CAPEX
7.		Installation, Commissioning and Configuration of Infrastructure for new PARICHAI system		
8.		PARICHAI Software Development / Customization and Unit Testing		
9.		Deployment of Developed solution at Installed Infra, confirmed by demonstration of PARICHAI modules in Pre-production environment at SDC (which will post UAT convert to Prod)		
10.		Demonstration of Data movement (dummy) from old to new PARICHAI solution		
11.		Load Testing on this Pre-production environment		
12.		Testing Plan		

S. No.	Milestone	Activities	Timeline (End Date)	Payment
13.	M4: Testing and Commissioning	User Acceptance Testing of PARICHAJ in Pre-production (which will post UAT convert to Prod)	T + 6 Months	05% of CAPEX
14.		*Third Party Audit of PARICHAJ		
15.		Conversion of Pre-production into Production Environment		
16.		Creation of Pre-production (scale 1/4 th of earlier Pre-prod, now Prod) and Development Environment		
17.	M5: Movement of Complete Data without any data loss	From existing to new PARICHAJ solution, confirmed by random transaction log and refkey query in new system, for transaction done in old PARICHAJ solution	T + 6 Months	05% of CAPEX
18.	M5: Go-Live	Acceptance of Go-Live by MPSEDC, basis earlier Milestone	Y = T + 6 Months	05% of CAPEX
Phase III – New PARICHAJ solution Operations and Maintenance– post ‘Go-Live’ [SLA based]				
19.	M6: End of Every Quarter from Acceptance of Go-Live	Monitoring and Maintenance of Overall Solution (Software, Hardware, Network, Helpdesk, etc.)	Y + 60 Months	(Total OPEX) / 20 + 01% of CAPEX
20.		Business Continuity Support		

S. No.	Milestone	Activities	Timeline (End Date)	Payment
Phase IV– Adoption and Rollout [Time and Material based]				
21.	M7: PARICHAJ Lab for ad-hoc Developments	Development & Delivery of additional functionalities	Y + 24 Months (extendable)	Quarterly Manpower Fee for PARICHAJ Lab (On Actual)
22.	M8: End of Knowledge Transfer and Handholding	Knowledge Transfer (Exit Management) – Last Two Quarters <ul style="list-style-type: none"> • Second Last Quarter – Updating of Exit Management Documents • Last Quarter – Transition 	Y + 60 Months	Release of last 2 quarter payments shall be subject to satisfactory completion of Transition

*The MPSEDC shall appoint a Third-Party Auditor and the cost of its services shall be payable by the MPSEDC. However, if there is any delay due to Third Party Auditor (SI has to submit documentary evidences to prove the fact), SI will not be penalized and may proceed ahead taking written concurrence from MPSEDC.

5 Section V: Service Level Agreements

5.1 Service level Agreements

The purpose of this Service Level Agreement (hereinafter referred to as SLA) is to clearly define the levels of service which shall be expected by the System Integrator to MPSEDC for the duration of this contract.

MPSEDC shall regularly review the performance of the services being provided by the SI and the effectiveness of this SLA.

5.1.1 Definition

Service Level Agreement (SLA) is the agreement between the Purchaser and the SI bidding for the project. Purchaser would monitor SI's compliance of the SLA. SLA defines the responsibility of the SI in ensuring the performance of the PARICHA based on the agreed performance indicators.

For purposes of this SLA, the definitions and terms as specified in the contract along with the following terms shall have the meanings set forth below:

1. "Uptime" shall mean the time period for which the specified services / components with specified technical and service standards are available to the Purchaser. Uptime, in percentage, of any component can be calculated as:
$$\text{Uptime} = \{1 - [(\text{Downtime}) / (\text{Total Time} - \text{Shared Infrastructure Downtime and Scheduled Maintenance Time})]\} * 100$$
2. "Downtime" shall mean the time period for which the specified services / components with specified technical and service standards are not available to the Purchaser, excluding Shared Infrastructure Downtime and Scheduled Maintenance Time
3. "Shared Infrastructure Downtime and Scheduled Maintenance Time" shall mean sum of *Planned Maintenance Time*, SDC Downtime and other external party downtime like ASA, UIDAI, NPCI etc. which is beyond control of SI and MPSEDC
4. "*Planned Maintenance Time*" shall mean scheduled outages planned in advance, for which approval taken by SI from MPSEDC.
Note: Un-approved (unplanned) Maintenance will not be covered in this, and shall be considered Downtime / Unavailability for SLA calculations.
5. "SDC Downtime" shall mean outages as a result of shared infrastructure (electricity, internet, etc.) provided by SDC
6. "Incident" refers to any event / abnormalities in the functioning of the PARICHA Solution and specified services that may lead to disruption in normal operations of the PARICHA.
7. "Response time" is defined as the time between receipt of the incidence and a support team member's start time for working on the incident.
8. "Resolution Time" shall mean the time taken (after the incident has been reported at the helpdesk), in resolving (diagnosing, troubleshooting and fixing) or escalating (to the second

level), the services related troubles during the first level escalation. The resolution time shall vary, based on the severity of the incident.

Note: This will exclude time during which SI is waiting for feedback from client*; however, to prove the fact SI needs to submit documentary evidences of his written request from client and no response by them.

* Client here refers to sub-AUA departmental users and MPSEDC.

9. “Total Time” or “Service Window” shall mean the duration for which the facilities and services shall be available for the PARICHAJ solution. Service window in this case shall be **24 Hours x 7 Days** (all 7 days irrespective of Holidays).

For sake of clarity, only Help-Desk working hours will be 12 x 7 (8 AM to 8 PM), whereas SLAs will be calculated 24 x 7 basis.

10. **MTTR** (Maximum Time To Repair) time beyond which the SI has to provide the replacement for the same or higher configuration (compatible / interoperable). **Maximum allowed MTTR is Seven (07) calendar Days.**
11. Downtime shall be considered as per service window defined above and net impact on operations with reference to the time of incident receipt. **That is**, more than 20% of errors attributed to technical fault within PARICHAJ solution evaluated in period of one hour from its first occurrence shall be considered equivalent to Downtime.
12. 100% of the calls will be attended through Help Desk within the stipulated response time - Measured on a quarterly basis.

5.1.2 Duration of SLA

This SLA shall be valid for the entire duration of the contract.

5.1.3 Monitoring of SLA

All tools required to digitally monitor the service levels of the SI shall have to be brought by SI. The SI is required to procure all the necessary licenses for monitoring tool in adequate quantity, with buffer of 30% for future extension (within contract period) and the cost for the same should be included in the financial bid. The tool, though, should have capability to scale up / out by another 100% of its brought capacity; so that if MPSEDC wishes to use it in future can do so by procuring additional licenses only.

There are few SLA related tables in current PARICHAJ system, which are getting updated daily by existing SI. New SI is expected to update those as per current practice till Go-Live, and should follow similar mechanism for new PARICHAJ system after Go-Live.

5.1.4 Categories for SLAs

This SLA document provides for minimum level of services required as per contractual obligations based on performance indicators and measurements thereof. The SI shall ensure provisioning of all required services while monitoring the performance of the same to effectively comply with the performance levels. All the Services Levels and penalties thereof are exclusive to each other. The services provided by the SI shall be reviewed by MPSEDC which will:

- Regularly check performance of the PARICHAJ Solution against this SLA.
- Discuss escalated problems, new issues and matters still outstanding for resolution.
- Review statistics related to rectification of outstanding faults and agreed changes.
- Provide suggestions for changes to improve the service levels.
- The targets shown in the following table are applicable for the duration of the contract. All the targets for the measurements are calculated on a quarterly basis. Please note that the SI should provide comprehensive, end-to-end services to maintain the PARICHAJ Solution including replacement of the equipment in case of physical damage. No reason shall be entertained (unless those mentioned in Force Majeure) for of un-availability of any service, given in the scope of work in this RFP, and the appropriate penalty shall be levied.

The SLA has been logically segregated in the following categories:

1. Project Implementation
2. Availability of Services
 - a. PARICHAJ Application
 - b. Authentication, e-KYC and other Core Services
3. Scheduled Activities
4. Manpower
 - a. Minimum Tenure
5. Resolution of Issues
6. System Performance

5.1.5 SLA and Penalty

The penalties shall be calculated on the achievement of milestone / quarterly basis as defined in the SLA given above and deducted from the Amount Payable to the SI.

If any of the below mentioned cases arise, it will be deemed to be an event of default as per the Section 6.7 Default. MPSEDC shall have the right thereafter to initiate the contract suspension / termination activities if:

- Overall penalty levied exceeds 20% of the total project cost as per financial bid of SI; or
- Two consecutive payments attract penalties in excess of 20% on each milestone / quarter.

It is the right of MPSEDC to bring the external resource at any time for the review.

SLA 1 - PROJECT IMPLEMENTATION (TILL GO-LIVE)

1) The SI has to deploy resources within 20 days of issuance of work order by MPSEDC. In case of delay in deployment of resources, each week (or part there-of) shall result in penalty of **0.1% of CAPEX**.

Note: Date of Actual Deployment of Resources shall be “T” for further calculations, if there is difference in date of contract sign and resource deployment.

2) The SI has to complete the project execution as per the Section IV: Project Implementation and Payment Schedule. Accordingly, the SI should plan its resources and activities for the timely and successful project execution. In case of delay in project execution, penalties shall be applied on the SI.

The penalties shall be calculated at the designated milestones (refer Section IV: Project Implementation and Payment Schedule). The payment milestone shall be deemed to be complete only after completion of all the relevant activities in the milestone (and previous milestones). For each milestone, each week (or part there-of) shall result in penalty of **0.1% of CAPEX**.

3) As required in Section “2.2.2 Technical Evaluation Criteria - Bidder’s Proposed Software Solution”, Bidder is expected to judiciously label functionalities as ‘SF/ CR/ DV’, where SF should be immediately available in proposed solution, and CR should not take more than 7 days for implementation. If MPSEDC team later finds (during implementation) this labelling being violated, **penalty of Rs. Fifty Thousand per functionality per week or part thereof in delay in delivery of that functionality** will be levied.

SLA 2 – AVAILABILITY OF SERVICES

Availability is defined as time for which user is able to access the applications, portal and other components of the solution, without error attributed to technical fault within PARICHAI solution. The component availability (Uptime) shall be calculated as defined in section 5.1.1. Both Pre-production and Production systems will be included for all cases, with Development environment the only exclusion.

#	Parameter	Description	Target	Penalty	Measurement Tool/ Method
1	PARICHAI non-core modules (i.e. allied and supplementary. Refer Vol – II for details of these	The listed services shall be available and function	> 99%	No Penalty	Reports from SLA management Tool calculated on periodic basis.
			<=99% > 98%	10.0% of quarterly AMC	

#	Parameter	Description	Target	Penalty	Measurement Tool/ Method
	modules)	alfor all users	<= 98%	20.0% of quarterly AMC	Individual modules availability will be considered for this SLA.
2	PARICHAJ core modules (Refer Vol – II for details of these modules)	The listed services shall be available and functional for all users	> 99.749%	No Penalty	Reports from SLA management Tool calculated on periodic basis. Individual modules availability will be considered for this SLA.
			<=99.749% > 99%	10.0% of quarterlyA MC	
			<=99%	20.0% of quarterly AMC	
3	PARICHAJ system 1. Servers, 2. Virtualization / Virtual Private Cloud, 3. Backup system, 4. Storage, 5. Load balancer, 6. Chassis and Blade / Rack	The listed services shall be available and functional for all users	> 99%	No Penalty	Reports from SLA management Tool calculated on periodic basis. Individual modules availability will be considered for this SLA, by
			<=99% > 98%	10.0% of quarterly AMC	
			<= 98%	20.0% of quarterly	

#	Parameter	Description	Target	Penalty	Measurement Tool/ Method
	server, 7. Switches 8. HSM (Refer Vol – II for details of these modules)			AMC	aggregating and averaging for module of same type. Eg. For servers, it will be cumulative average, however, it will not be cumulated with Storage (another module).

SLA 3 – SCHEDULED ACTIVITIES

The SI is required to perform the scheduled activities like Backup, Patch Management, Resolution of Bugs, etc. on a regular basis. The performance of the SI shall be measured to ascertain the compliance to service levels defined in the Bidding Document.

S. No.	Parameter	Description	Target	Penalty	Measurement Tool / Method
1	Back up&Restoration	Scheduled Activities such as Back up shall be taken up as per the policy	As per the policydecided during implementation	5.0% of quarterly AMC	From backup and restoration logs Additionally, SI have to

S. No.	Parameter	Description	Target	Penalty	Measurement Tool / Method
					demonstrate successful restoration of file/data as defined by and in presence of MPSEDC, every month
2	Archival	Scheduled Archival Activities such shall be taken up as per the policy	As per the policy decided during implementation	1.0% of quarterly AMC	From Archival logs SI has to submit Monthly reports for archival (and/or partitions) being done considering past data and readiness for future data.
3	Release of security / critical patches related to supplied software	The SI would pro-actively check patch releases from OEM , assess impact, inform, and apply patches released for System Software and Products by the OEM for the	< 15 days* Days from the date of release of patch by OEM	No penalty	Installation logs Security patches to be implemented in Pre-production first as per required SLA / time-period.
			>=15 days	1.0% of quarterlyAM	Production to

S. No.	Parameter	Description	Target	Penalty	Measurement Tool / Method
		contract period. Impact assessment can be done on development environment.	<30 days ≥30 days	C 5.0% of quarterlyAMC	be patched only after MPSEDC's approval, which will be given after SI's impact assessment and observation report of 15 days.
4	Release of patches related to supplied hardware	The SI would pro-actively check patch releases from OEM , assess impact, inform, and apply patches released for System Hardware and Products by the OEM for the contract period.	Within One year of its release by OEM	10.0% of quarterly AMC, in which it is measured	This will be measured at the every subsequent 4 th quarter (Eg. 4 th , 8 th , 12 th and so on).

SLA 4 – MANPOWER

The SI shall be required to deploy the same manpower as proposed in the Deployment plan (Technical Proposal). This SLA is applicable in all phases, during complete duration of contract.

The replacement of the resources in **exceptional circumstances** such as death or medical incapacity shall be permitted to the SI in compliance with the terms and conditions mentioned in Section VI: General Terms and Conditions. The written request for replacement of personnel (with detailed profile of replacing resource) shall be submitted by SI to MPSEDC within 15 days of misshapen.

In other cases of replacement, the SI shall take prior approval from MPSEDC. The written request for replacement of personnel (with detailed profile of replacing resource) shall be submitted by SI to MPSEDC at least two months before replacement (as there have to be one month of overlap for

knowledge transfer).The Service Level mentioned below shall be applicable on the SI towards the replacement.

The replaced resource should provide Knowledge Transfer with an overlapping period of at least one month (except in case of death or medical incapacity). In order to avoid recurrence of the replacements of resources, the **minimum tenure of the deployed resource shall be 6 months**.

S. No.	Parameter	Description	Target	Penalty	Measurement Tool / Method
1	Tenure of Resources deployed at MPSEDC (except in case of Death or Medical Incapacity)	To be measured in number of months of actual deployment	>= 6 Months	No Penalty	Letters from SI mentioning about the deployment & replacement of resource
			< 6 Months and >= 4 Months	Rs 2,00,000 per resource	
			< 4 Months and > 2 Months	Rs 3,00,000 per resource	
			<= 2 Months	Rs 5,00,000 per resource	
2	Overlap period	To be measured in number of months of actual deployment	>=1 month	No Penalty	Letters from SI mentioning about the deployment & replacement of resource
			< 1 month	Rs 2,00,000 per resource	

SLA.5 – RESOLUTION OF ISSUES

SI should setup a centralized helpdesk at MPSEDC and maintain throughout the contract period. Outage shall be as calculated as a time elapsed between logging the call by HelpDesk/ email from user and closing the call during “Service Window”. The SI will have to submit weekly call reports (Closed/ Open).

The mutually agreed closed tickets (calls) need to be signed by both parties. In case, the in-charge at Department does not sign the call closed report, the same will be signed by the SI.

The criticality of incident shall be decided by the MPSEDC and shall be based on below mentioned guidelines. Additional guidelines may be issued by MPSEDC at the time of project implementation from time-to-time for defining the criticality of issues.

- **High Criticality Issues:** Normal business processes have failed and multiple users are affected with the system outage. For example, users are unable to log in, authentication service is not functional, e-KYC service is not functional, etc.
- **Medium Criticality:** Concerns needing attention as quickly as possible, but will not cause business processes to fail within one day. A lack of functionality of some of the operations within the application.
- **Low Criticality:** Issues that do not prevent a user from finishing a task, or do not have an impending deadline.

S. No.	Parameter	Description	Target	Penalty	Measurement Tool / Method
1	High Criticality Incident	SI shall resolve the incident	<4hours	No penalty	Reports from Help Desk Tool calculated on periodic basis
			>=4hours <6hours	0.5% of quarterly AMC	
			>= 6hours	1.0 % of quarterly AMC	
2	Medium Criticality Incident	SI shall resolve the incident	< 1 day	No penalty	Reports from Help Desk Tool calculated on periodic basis
			>=1 days <2 days	0.5% of quarterly AMC	
			>= 2 days	1.0 % of quarterly AMC	

S. No.	Parameter	Description	Target	Penalty	Measurement Tool / Method
3	Low Criticality Incident	SI shall resolve the incident	<2 days	No penalty	Reports from Help Desk Tool calculated on periodic basis
			>=2 days <3 Days	0.5% of quarterly AMC	
			>= 3 days	1.0 % of quarterly AMC	
4	Reopened Incidents	The call which has been closed by the help desk should not be reopened by the MPSEDC / Department officials within 2 day's time. Call reopened as percentage of the total call closed	< 10%	No Penalty	Reports from Help Desk Tool calculated on periodic basis
			>= 10% and <20%	0.5% of quarterlyAMC	
			>= 20%	1.0% of quarterlyAMC	

SLA 6 – SYSTEM PERFORMANCE

The SI shall make necessary provisions of requisite hardware, software, storage, etc. to deliver the performance as per the service levels.

S. No.	Parameter	Description	Target	Penalty	Measurement Tool / Method
1	Average Time for processing of authentication, e-KYC, ADV, Gateway request within PARICHAJ ecosystem (SI's processing)	Avg. Responsiveness calculated on weekly basis SI has to ensure time synchronization between all devices within PARICHAJ ecosystem, except where technically impossible.	< 1 second	No penalty	Based on server logs
			> 1 second and < 2 seconds	5% of quarterly AMC	Response Time will be calculated by adding T1 + T2, where:
			>= 2 seconds	10% of quarterly AMC	T1 = Difference between Request Sent to ASA/UIDAI and Request Received at PARICHAJ T2 = Difference between Response Sent to sub-AUA and Response Received at PARICHAJ from ASA/UIDAI. Weekly average of Response Time will be done for this.

5.1.6 Penalty by External Agency

Since PARICHAJ system deals with Aadhaar Act 2016, SI is expected to read it thoroughly and comply to all Act's and Regulations' or any other legal / UIDAI requirements issued from time-to-time. Please note that SDC where PARICHAJ solution will be hosted is also declared Critical Information Infrastructure (CII).

Thus, it emphasizes more the requirement of solution and its operation always within law, govt. orders and guidelines. SI should actively participate and coordinate with MPSEDC, for running PARICHAJ in compliance with these. Though MPSEDC is and will be vigilant enough to gauge project's compliance state, SI may raise flag via written communication at any point of time during contract, if he perceives MPSEDC's requirement are against the guidelines / order.

SI may attract additional penalty, to the tune same or higher as imposed on MPSEDC by any external agency (Govt / UIDAI / court of law etc.), if it's found, cause of penalty is due to non-compliant practice / operations being followed by SI or **any data breach**, at any point of time during contract duration.

6 Section VI: General Terms and Conditions

6.1 Contract and Interpretation

1. Definitions

1.1 The following words and expressions shall have the meanings hereby assigned to them:

“Agreed and Finalized Project Plan” means the project plan that has been approved by the Purchaser and is included in the Contract.

“Bidding Documents” refers to the collection of documents issued by the Purchaser to instruct and inform Bidder of the processes for bidding, selection of the winning bid, and Contract information, as well as the contractual conditions governing the relationship between the Purchaser and the SI.

“Bidder’s Representative” means any person nominated by the Bidder and approved by the Purchaser.

“Completion” means that the system (or a specific part thereof where specific parts are specified in the Contract) has been completed operationally, that all work in respect of Pre-commissioning and Installation of the Facilities or such specific part thereof has been completed, that all Documentation has been supplied, and that the Facilities or specific part thereof are ready for Commissioning.

“Contract” means the contract entered into between the Purchaser (MPSEDC) and the System Integrator, and constituted by the Contract Documents.

“Contract Period” is the time period during which this Contract governs the relations and obligations of the Purchaser and the System Integrator.

“Day” means calendar day.

“Defect” means an imperfection or flaw that impairs worth or utility of the Product.

“Deviation” is a departure from the requirements specified in the Bidding Document.

“Deployment Plan” is the plan of manpower being deployed by the SI to execute the project.

“Documentation” means all documentation in printed or printable form

and all instructional and informational aides in any form (including audio, video, and text) and on any medium, provided to the Purchaser under the Contract.

“Effective Date” means the date on which the contract/agreement has been executed and the System Integrator has submitted the performance bank guarantee.

“Purchaser” means MPSEDC or its authorized representative.

“EMD/Bid Security” means the deposit made by the Bidder to the Purchaser show good faith in the Bidding Process.

“Hardware” means all equipment, furnishings, and other tangible items outlined in the SOR that the SI is required to supply or to supply and install under the Contract, including, without limitation, the Products and/or Services and documentation.

“Implementation Schedule” means the Implementation Schedule as specified in the Agreed and Finalized Project Plan.

“Month” means calendar month of 30 days.

“Operational Acceptance” means the acceptance by the Purchaser of the Facilities, which certifies the SI’s fulfillment of the Contract in respect of Functional requirements of the Facilities.

“Operational Acceptance Certificate” or “Operational Acceptance Certification” means the written certification provided by the Purchaser to the SI after Operational Acceptance.

“Omission” is the failure to submit part or all of the information or documentation required in the Bidding Document

“Operational Acceptance Test” and “Operational Acceptance Testing” mean the process of determining whether the criteria for Operational Acceptance have been satisfied. This is same as User Acceptance Testing or Functional Acceptance Testing (UAT / FAT).

“Reservation” is the setting of limiting conditions or withholding from complete acceptance of the requirements specified in the Bidding Document.

“Party” means the Purchaser or the SI, as the context requires, and “Parties” means both of them.

“Product” means a product deliverable specified in the Schedule of Requirements which is to be supplied to the Purchaser by or on behalf of the SI.

“Project Plan” means the set of tasks required to achieve Completion, Operational Acceptance and Commissioning, as described in the Agreed and Finalized Project Plan.

“Schedule of Requirements (SOR)” means the Schedule of Requirements Section of the Bidding Documents as amended and appended to the Contract.

“SI/System Integrator” means the party named as the SI in the System Integrator, and includes the legal successors or permitted assigns of the SI.

“Time for Completion” means the time within which Completion of the Facilities as a whole is to be attained in accordance with the relevant provisions of the Contract.

“Week” means 7 days with Starting Day as **Monday**.

2. Law and Language

2.1 The Contract shall be governed by and interpreted in accordance with laws of India.

2.2 The ruling language of the Contract shall be that stated in the English.

3. Time for Commencement and Completion

3.1 The SI shall commence work on as per the period specified in the RFP. The SI shall thereafter proceed with the Facilities in accordance with the time schedule specified in the Implementation Schedule and any refinements made in the Agreed and Finalized Project Plan.

3.2 The SI shall attain Completion Certificate / Sign Off of such part as specified in the Contract, within the time stated in the RFP or within such extended time to which the SI shall be entitled.

4. General

4.1 Survival of the Contract: The provisions of the clauses of this Contract in relation to documents, data, ownership of data, processes, property, Intellectual Property Rights, indemnity, publicity, warranties, disputes, and confidentiality and ownership survive the expiry or termination of this Contract and in relation to confidentiality, the obligations continue to apply unless the Purchaser notifies the SI of its

release from those obligations.

4.2 Notice: All notices, requests or consents shall be sent to a Party hereto at its address and contact number specified in Bid Fact Sheet or at such other address and contact number as is designated by such Party in a written notice to the other Parties hereto. All such notices and communications shall be effective:

- a. if sent by telex, when sent (with the correct answerback),
- b. if sent by telecopier, when sent (on receipt of a confirmation to the correct telecopier number),
- c. if sent by person, when delivered with delivery receipt,
- d. if sent by e-Mail, followed by hardcopy with delivery receipt.

4.3 Currency : Payment shall be made in Indian Rupees only

5.Scope of Work

5.1 The Scope of work for SI has been detailed out in the Schedule of Requirements.

5.2 The Duration of the project shall be (6 months + 5 years + 1 year*)

- a) In the Phase – I, the existing PARICHAI solution will be transitioned to successful bidder (SI). – **Duration 3 Months**
- b) In the Phase - II, existing PARICHAI solution has to be run by SI; and in parallel new PARICHAI solution shall be established as per the requirement (functional and non-functional) in this RFP. – **Duration 3 Months**
- c) In the Phase - III, new PARICHAI solution shall be maintained and managed by SI as per this RFP terms and conditions. – **Duration 5 years**
- d) In the Phase - IV, PARICHAI solution may add additional functionalities as per the then requirement by MPSEDC, within scope of philosophy of the requirement as mentioned in this RFP. –**Duration as per requirement of MPSEDC (T&M basis)**

*Phase III and IV can be Extended by One Year

5.3 The SI is required to provide such goods, services and support as the Purchaser may deem proper and necessary, during the term of this Contract, and includes all such processes and activities which are

consistent with the proposal as set forth in the Bid, the Bidding Document and this Contract and are deemed necessary by the Purchaser, in order to meet its business requirements (hereinafter 'scope of work')

6.2 Obligations

1. SI's Obligations

1.1 SI's scope of work: The SI's obligations shall cover all areas of the scope of work that are classified under Schedule of Requirements. It will be the SI's responsibility to ensure the proper and successful implementation, performance and continued operation of the proposed solution in accordance with and in strict adherence to the terms of this Bidding document, Aadhaar & related laws / orders and the Contract.

1.2 Staffing and SI's team: SI shall adhere to all the requirements for SI's team and staffing as outlined in this Bidding Document. SI shall ensure that the SI's Team is competent, professional and possesses the requisite qualifications and relevant experience to the task they are required to perform under this Contract. SI shall ensure that the Services are performed through the efforts of the SI's Team, in accordance with the terms hereof and to the satisfaction of the Purchaser. Nothing in this Contract relieves the SI from its liabilities or obligations under this Contract to provide the Services in accordance with the Purchaser's directions and requirements and as stated in this Bidding Document to the extent accepted by the Purchaser 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.

1.3 Assistance to Stakeholders: SI shall work closely with all key stakeholders including but not limited to MPSEDC, UIDAI, Departments, and other agencies and entities as may be appointed by MPSEDC from time to time for delivery of services

1.4 Transition: At the time of termination or expiry of the SI's contract, SI shall be responsible for transition to any agency appointed by MPSEDC. The scope of activities for transition, at a minimum, as outlined in the RFP.

1.5 Project management: SI shall be responsible for project management as outlined in the RFP.

1.6 SI's representative: The SI's Representative/Project Coordinator (s) shall have all powers required for the execution of scope of work and

performance of services under this contract. The SI's Representative(s) shall liaise with the Purchaser's Representative for the proper coordination and timely completion of the works and on any other matters pertaining to the works. He/she will extend full co-operation to Purchaser's representative in the manner required by them for supervision/inspection/observation of the equipment/goods/ material, procedures, performance, progress, reports and records pertaining to the works. He/she shall also have complete charge of the SI's personnel engaged in the performance of the works and to ensure compliance of rules, regulations and safety practice. He/she shall also cooperate with the other Service Providers/Vendors of the Purchaser working at the Purchaser Location.

1.7 Start of Installation:

- a) Before commencement of installation at respective location, SI shall carry out proper planning and co-ordination with other vendors including Data Centre Operator in order to prepare the installation plan and detailed design documents.
- b) The plan and design documents thus developed shall be submitted by the SI for approval by Purchaser.
- c) After obtaining the approval from the Purchaser, SI shall commence the installation.
- d) Prior to taking up installation of any major component of work, the SI shall submit to Purchaser his proposed procedures and obtain Purchaser's approval in writing.

1.8 Reporting Progress

- a) SI shall monitor progress of all the activities related to the execution of this contract and shall submit to the Purchaser, at no extra cost, progress reports with reference to all related work, milestones and their progress during the implementation phase on a weekly basis.
- b) Formats for all abovementioned reports and their dissemination mechanism shall be discussed and finalized at the Kick-Off meeting. The Purchaser on mutual agreement between both parties may change the formats, periodicity and dissemination mechanism for such reports.
- c) Periodic meetings shall be held between the representatives of the Purchaser and the SI once in every 15 days during the

implementation phase to discuss the progress of implementation. After the implementation phase is over, the meeting shall be held as an ongoing basis, once in every 30 days to discuss the performance of the contract. SI shall ensure that the respective solution teams involved in the execution of work are part of such meetings.

- d) A high level Steering Committee comprising of representatives of the Purchaser and senior officials of the SI shall be formed for the purpose of this contract. This committee shall meet at intervals, as decided by the Purchaser later, to oversee the progress of the project. SI shall report to the Steering Committee constituted by MPSEDC.
- e) All the goods, services and manpower to be provided / deployed by the SI under the Contract and the manner and speed of execution and maintenance of the work and services are to be conducted in a manner to the satisfaction of Purchaser's representative in accordance with the Bidding Document.
- f) The Purchaser reserves the right to inspect and monitor/assess the progress/performance of the work / services at any time during the course of the Contract. The Purchaser may demand and upon such demand being made, the SI shall provide documents, data, material or any other information which the Purchaser may require, to enable it to assess the progress/performance of the work / service.
- g) At any time during the course of the Contract, the Purchaser shall also have the right to conduct, either itself or through another agency as it may deem fit, audit to monitor the performance by the SI of its obligations/functions in accordance with the standards committed to or required by the Purchaser and the SI undertakes to cooperate with and provide to the Purchaser/ any other agency appointed by the Purchaser, all Documents and other details as may be required by them for this purpose. Such audit shall not include SI's books of accounts.
- h) Should the rate of progress of the works or any part of them at any time fall behind the stipulated time for completion or is found to be too slow to ensure completion of the works by the stipulated time, or is in deviation to Bidding Document requirements/ standards, Purchaser's representative shall so notify the SI in

writing.

- i) 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 or to ensure compliance to Bidding Document requirements. The SI shall not be entitled to any additional payment for taking such steps. If at any time it should appear to the Purchaser that the actual progress of work does not conform to the approved programme the SI shall produce at the request of the Purchaser's 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 to the stipulated requirements
- j) The submission seeking approval by the Purchaser of such programme shall not relieve the SI of any of his duties or responsibilities.
- k) In case during execution of works, the progress falls behind schedule or does not meet the Bidding Document requirements, SI shall deploy extra manpower/ resources to make up the progress or to meet the Bidding Document requirements. Programme for deployment of extra man power/ resources will be submitted to the Purchaser for its review and approval, which approval shall not be unreasonably withheld. All time and cost effect in this respect shall be borne, by the SI within the contract value.

1.8 Programme of Work

- a) Within 10 calendar days after the release of **Purchase / Work Order** under this Contract or prior to kick-off meeting whichever is earlier, the SI shall submit to the Purchaser for its approval a detailed programme showing the sequence, procedure and method in which he proposes to carry out the works as stipulated in the RFP and shall, whenever reasonably required by the Purchaser's Representative furnish in writing the arrangements and methods proposed to be made for carrying out the works. The programme so submitted by the SI shall conform to the requirements and timelines specified in the Contract. The

Purchaser and the SI shall discuss and agree upon the work procedures to be followed for effective execution of the works, which the SI intends to deploy and shall be clearly specified. Approval by the Purchaser's Representative of a programme shall not relieve the SI of any of his duties or responsibilities under the Contract.

1.9 System Integrator's Organization

- a) The SI shall supply to the Purchaser for its approval, within 10 calendar days after the release of Purchase / Work Order under this Contract or prior to the kick-off meeting whichever is earlier, an organization chart showing the proposed organization/ manpower to be established by the SI for execution of the work including the identities and Curriculum-Vitae of the additional personnel to be deployed apart from key personnel.
- b) The SI should to the best of his efforts, avoid any change in the organization structure proposed for execution of this contract or replacement of any manpower resource appointed at the Purchaser Locations. If the same is however unavoidable, due to circumstances such as the death or medical incapacity of resource, SI shall promptly inform the Purchaser in writing and the same shall require subsequent approval by the Purchaser.
- c) In case of replacement of any manpower resource, the SI shall provide an equally or better qualified personnel as a replacement and with qualification and experience acceptable to the Purchaser. The SI should ensure efficient knowledge transfer from the outgoing resource to the incoming resource and adequate hand-holding period and training for the incoming resource in order to maintain the continued level of service.
- d) All manpower resources deployed by the SI for execution of this contract must strictly adhere to the attendance reporting procedures and make their services available for the entire reporting time period at respective Purchaser Locations or any location designated by the Purchaser.
- e) 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 provision of services

for all costs/charges in connection thereof.

- f) The SI shall provide and deploy, at the Purchaser Locations for carrying out the work, only those manpower resources who are qualified/skilled and experienced in their respective trades and who are competent to deliver in a proper and timely manner the work they are required to perform or to manage/supervise the work.
- g) The Purchaser's Representative may at any time object to and require the SI to remove forthwith from the Purchaser Locations any authorized representative or employee of the SI or any person(s) of the SI's team, if, in the opinion of the Purchaser's Representative the person in question has misconducted or his / her deployment is otherwise considered undesirable by the Purchaser's Representative. The SI shall forthwith remove and shall not again deploy the person without the written consent of the Purchaser's Representative.
- h) The SI shall promptly replace every person removed, pursuant to this section, with a competent substitute, and at no extra cost to the Purchaser.

1.10 Purchaser's Obligation

- a) The Purchaser shall appoint a nodal officer/ board for monitoring the implementation of the project and for issuing necessary instructions, approvals, commissioning, acceptance certificates, payments etc. to the SI.
- b) The Purchaser shall ensure that timely approval is provided to the SI as and when required, which may include approval of project plans, implementation methodology, design documents, specifications, or any other document necessary in fulfilment of this contract.
- c) The Purchaser's Representative 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. Purchaser shall provide adequate cooperation in providing details, coordinating and obtaining of approvals from various governmental agencies, in cases, where the intervention of the Purchaser is proper and necessary.

- d) Purchaser may provide on SI's request, particulars/information/ or documentation that may be required by the SI for proper planning and execution of work and for providing services covered under this contract and for which the SI may have to coordinate with respective vendors.
- e) Purchaser shall identify stakeholders and ensure their availability in terms of their time, personnel and access to the facilities for carrying out periodic audits and assessments.
- f) In case of incident/fraud, Purchaser shall facilitate interactions with the law enforcement agencies, media and appropriate Government agencies.
- g) Purchaser shall provide to the SI, space for the SI personnel at MPSEDC.

6.3 Payment terms

1. Terms of Payment

1.1 The SI's request for payment shall be made to the Purchaser in writing, accompanied by

(a) an invoice describing, as appropriate,

(a) the Products and/or Services provided;

(b) when the Products and/or Services supplied are accepted; and

(c) All taxes, duties and other charges of the products and services have been duly paid by the SI.

1.2 Payments shall be made after verification of submitted invoices and reports clearly highlighting milestone / deliverable achieved by the SI.

1.3 All payments agreed to be made by Purchaser to the SI in accordance with the Bid shall be inclusive of all, statutory levies, duties, taxes and other charges whenever levied/applicable including costs of maintenance, if any and Purchaser shall not be liable to pay any such levies/other charges under or in relation to this Contract and/or the Services.

1.4 No invoice for extra work/ change order on account of change order will be submitted by the SI unless the said extra work / change order has been authorized/ approved by the Purchaser in writing.

1.5 In the event of Purchasernoticing at any time that any amount has been disbursed wrongly to the SI or any other amount is due from the SI to the Purchaser, the Purchasermay without prejudice to its rights recover such amounts by other means after notifying the SI or deduct such amount from any payment falling due to the SI. The details of such recovery, if any, will be intimated to the SI. The SI shall receive the payment of undisputed amount under subsequent invoice for any amount that has been omitted in previous invoice by mistake on the part of the Purchaseror the SI.

1.6 The payment shall be made to the SI after deduction of all applicable penalties, taxes, etc. and addition of rewards (if applicable).

2. Deductions

2.1 Purchaser shall be at liberty to deduct penaltiesfrom the invoices raised by the SI as calculated by Purchaser for non-adherence to Service Level Agreements.

2.2 All payments to the SI shall be subject to the deductions of tax at source under Income Tax Act, and other taxes and deductions as provided for under any law, rule or regulation. All costs, damages or expenses which Purchaser may have paid or incurred, for which under the provisions of the Contract, the SI is liable, the same shall be deducted by Purchaser from any dues to the SI. All payments to the SI shall be made after making necessary deductions as per terms of the Contract and recoveries towards facilities, if any, provided by the Purchaser to the SI on chargeable basis.

3. Securities

3.1 Issuance of Securities

The SI shall provide the securities specified below in favor of the Purchaser at the times, and in the amount, manner and form specified below.

3.2 Performance Security

The SI shall, within fifteen (15) days of the issuance of Purchase Order, provide a security for the due performance of the Contract as per the Bid Fact Sheet. The format of the Performance Security is provided in Section VII: Bidding Forms.

The performance security shall be valid for a period of 6 months beyond the expiry of the contract or any extended period.

4. Taxes and Duties

4.1 For Products and/or Services supplied from outside the Purchaser's country, the SI shall be entirely responsible for all taxes, stamp duties, license fees, and other such levies, payable in the Purchaser's country.

4.2 For Products and/or Services supplied locally, the SI shall be entirely responsible for all taxes, duties, license fees, etc., incurred until delivery of the contracted Products or Services to the Purchaser.

6.4 Intellectual Property Rights (IPR)

1. IPR

1.1 Any / all Intellectual Property Rights owned by the SI prior to the execution date and/ or applied for prior to the execution date ("herein after referred to as "pre-existing IPR") shall strictly vest with the SI as the case maybe and the Purchaser shall have no right whatsoever on such Intellectual Property Rights.

1.2 Any / all Intellectual Property owned by the Purchaser prior to the execution date and/ or any Intellectual Property Right applied for prior to the execution date ("herein after referred to as "pre-existing IP") shall strictly vest with the Purchaser and the SI shall have no right whatsoever on such Intellectual Property.

1.3 After the execution date the Purchaser shall exclusively own/ have rights/ title and have right in perpetuity to use all Intellectual Property that:

- are newly created (including customizations) and developed by the SI during execution of this Contract and/ or for the exclusive use of the Purchaser or primarily in connection with the Purchaser's Assets;
- was developed exclusively or primarily for the conduct of the Purchaser's Project or in connection with the Purchaser's Assets;
- arose from funding by the Purchaser, or exclusively or primarily for the benefit of/ the conduct of, the Purchaser's Project or in connection with the Purchaser's Assets.

1.4 The SI shall grant non-exclusive, non-transferable, irrevocable licenses, to the Purchaser, for its project at Purchaser locations, to use their pre-existing IPRs and any foreground IPRs developed by them

after the execution date, but not restricted to the term of this Contract.

1.5 If Purchaser desires, the SI shall be obliged to ensure that all approvals, registrations, licenses, permits and rights etc. which are inter-alia necessary for use of the goods supplied / installed by the SI, the same shall be acquired in the name of the Purchaser, prior to termination of this Contract and which may be assigned by the Purchaser to the SI for the purpose of execution of any of its obligations under the terms this Contract. All software licenses, tool licenses and hardware and hardware licenses shall be procured in the name of the Purchaser. Also, subsequent to the term of this Contract, such approvals, registrations, licenses, permits and rights etc. shall perpetually endure to the exclusive benefit of the Purchaser.

1.6 SI shall ensure that while it uses any software, hardware, processes, document or material in the course of performing the Services, it does not infringe the Intellectual Property Rights of any person/ third party and SI shall keep the Purchaser indemnified against all costs, expenses and liabilities. Howsoever, arising out of any illegal or unauthorized use (piracy) or misuse/ breach of terms of contract or in connection with any claim or proceedings relating to any breach or violation of any permission/ license terms or infringement of any Intellectual Property Rights by SI as per the terms of the indemnification clause.

6.5 Indemnity

1. Indemnity

1.1 The SI undertake to:

- a) indemnify the Purchaser from and against any liability, cost, loss, or expense of any kind whatsoever;
- b) hold the Purchaser harmless and save it from any liability, cost, loss, or expense of any kind whatsoever; and
- c) defend any suit or proceeding against the Purchaser, arising out of or based on any claim, demand, or action arising out of any claims whatsoever and including but not restricted to claims under torts, infringement of any Intellectual Property Right conferred by contract or by common law or by any law in force within the state of India or any State, breach of any licenses owned by the SI (including licenses for which the Purchaser has signed the license agreements, but of which the SI is the owner), alleged to have

occurred because of any product, good, service, data, or Confidential Information provided or work performed by the indemnitor.

1.2 The SI shall pay any/ all costs/ damages/ or awards of settlement, including court costs (including any/ all attorney fees, Court fee), arising out of any claim, demand, or action, provided that the conditions as laid down in Clause 6.5 hereinabove are satisfied. The SI will indemnify if the claim of infringement/ breach of terms/ misuse is caused by:

- a) The SI's misuse or modification of the Goods and Services;
- b) any negligence or wrongful act or omission by the SI or the SI's Team or any of their employees or servants or agents in connection with or incidental thereto; or
- c) failure to take any/ all requisite actions (including registration, payment of all registration and renewal fees) required to maintain any Intellectual Property Right/ General Public Licence/ Open Source Licence etc. in full force and effect.

2. Undertaking in view of Indemnification

2.1 Intellectual Property Right - In the event that the SI or any of their employees or servants or agents, are held in such a suit or proceeding for infringement of any Intellectual Property Right conferred by contract or by common law or by any law in force within the state of India alleged to have occurred because of any product, good, service or data, then the SI shall, at its sole expense:

- a) Procure for the Purchaser the right to continue using such product, Good, service or data or information or portion thereof;
- b) replace the same with non-infringing product, Good, service or data or information of equivalent functions and efficiency, compatible with the existing technology; or
- c) modify the product, Good, service or data or information such that it no longer infringes the third-Party intellectual property right within the State of India or any State.

2.2 In the event the SI is unable to accomplish any of the three undertakings set forth above in Clause 5.1.1, the SI shall be liable to pay to the Purchaser amount as would be calculated by the Purchaser keeping in view the damage/ cost/ harm/ injury and/ or harassment caused to it.

2.3 Non-Indian Infringement: In the event of any claim, demand, or

action alleging that the SI or any of their employees or servants or agents, infringed any Intellectual Property Right conferred by contract or by common law or by any law in force Outside India because of any product, good, service, data, then the SI shall cooperate with the Purchaser in the Purchaser's defense of such claim and, if requested by the Purchaser, undertake to replace the allegedly infringing product, Good, service or data or information with non-infringing product, Good, service or data or information of equivalent functions and efficiency or modify the allegedly infringing product, good, service or data or information so that it no longer infringes. The SI shall be liable to pay to the Purchaser amount as would be calculated by the Purchaser keeping in view the damage/ costs/ loss/ harm/ injury and/ or harassment caused to it.

2.4 License: In the event that the SI or any of their employees or servants or agents, are held in such a suit or proceeding for breaching the terms of any license (s) conferred by an Agreement/ contract or by any law in force within India to have occurred because of any non-compliance of any terms therein, then the SI shall, at its sole expense:

- a) Procure for the Purchaser the right to continue using such product, Good, service or data or information or portion thereof;
- b) replace the same with non-infringing product, Good, service or data or information of equivalent functions and efficiency, compatible with the existing technology; or
- c) take such steps as will be required to ensure that the product, Good, service or data or information no longer infringes the terms of license within India.

2.5 In the event the SI is unable to accomplish any of the three undertakings set forth above, the SI shall be liable to pay to the Purchaser amount as would be calculated by the Purchaser keeping in view the expenses/ damage/ loss/ harm/ injury and/ or harassment caused to it.

2.6 The Purchaser's Infringement Responsibilities: To receive the foregoing indemnity, the Purchaser must notify the SI in writing of a claim/ suit or any other proceedings promptly and provide all reasonable cooperation (at the Company's expense) and full authority to defend and settle the claim/ suit or any other proceedings. The SI shall not have any obligation to indemnify the SI under any settlement made without SI's consent.

6.6 Confidentiality

1. Confidential Information

1.1 All information (whether written/ tangible or oral/ Intangible) furnished by the Purchaser or any third party to the SI or SI's Representatives/ employees/ agents, in connection with this Contract, and all analyses, compilations, studies or other information documents or materials prepared by SI or SI's Representatives/ employees/ agents etc., in relation to information obtained by the SI in connection to and under the purview of this Contract shall be considered Confidential Information.

1.2 All information disclosed in writing or email or other tangible electronic storage medium, shall be clearly marked "Confidential" by the Purchaser.

1.3 The term confidential information does not, however, include any information which:

- basis from a source (other than the Purchaser) which, to the best of SI's knowledge after reasonable inquiry, is not known to be bound by confidentiality clause/ agreement, fiduciary obligation or other legal or contractual restriction that may prohibit the disclosure of such information;
- was or became publicly available as a matter of law or otherwise without any disclosure by the SI or SI's Representatives;
- was or is developed by the SI or SI's Representatives without reference to any information received from the Purchaser in connection with this Agreement; and
- has been approved for release in writing by an authorized representative of the Purchaser.

2. Terms of Confidentiality

2.1 The SI shall:

- a. acknowledges the confidential and proprietary nature of the information
- b. shall keep the information confidential and will not without the prior written consent of the Purchaser, disclose any information to any person (including, without limitation, any member of the media, or any other individual, corporation, partnership, limited liability company, Government agency, or group) in any manner whatsoever

c. will not use any information other than for the purpose contained within the contract terms.

2.2 The SI shall be responsible for any breach of confidentiality by any of its employees/ agents/ representatives.

2.3 The SI shall use all reasonable endeavors to ensure that any Government Department, Court, Contracting Authority, employee, third party to whom the Contractor's Confidential Information is disclosed is made aware of the SI's obligations of confidentiality.

2.4 SI and/ or its agents/ employees/ representatives shall not (unless provided for elsewhere in the contract), without prior written consent from the Purchaser, disclose to any person the fact of this Contract or the information existing therein or which has been made available, that the SI is considering the transaction, or that discussions or negotiations are taking place or have taken place concerning the transaction or any term, condition or other fact relating to this contract, the transaction thereof or such discussions or negotiations, including, without limitation, the status thereof.

2.5 In the event that SI is requested pursuant to, or required by, applicable law, regulation or legal process to disclose any of the confidential information or matters contemplated hereinabove, then the SI shall furnish only that portion of the confidential information which is legally required. The SI will otherwise reasonably cooperate with the Purchaser to preserve the confidentiality of the Information. The SI shall however, immediately notify the Purchaser promptly so that the Purchaser may seek a protective order or other appropriate remedy.

**3. Publicity,
Media and
Official Enquiries**

3.1 The SI undertakes not to make any press announcement or publicize the Contract or any part thereof in any way, except with the prior written consent of the Purchaser.

3.2 The SI undertakes to take all reasonable steps to ensure that its servants/ employees/ agents / representatives/ professional advisors and consultants comply with this Contract.

6.7 Default

**1.Event of Default
by the SI**

1.1 The failure on the part of the SI to perform any of its obligations or comply with any of the terms of this Contract shall constitute an Event of Default on the part of the SI. The events of default as mentioned above

may include but not restricted to inter-alia the following:

- the SI's Team has failed to perform any instructions or directives issued by the Purchaser which it deems proper and necessary to execute the scope of work or provide services under this Contract; and/or
- the SI's team has failed to conform/adhere to any of the Service Level Agreements resulting in falling short of matching such standards / benchmarks / targets as the Purchaser may have designated with respect to the system or any goods, tasks or services, necessary for the execution of the scope of work and performance of services under this Contract. The above mentioned failure on the part of the SI may be in terms of failure to adhere to performance, quality, timelines, specifications, requirements or any other criteria as defined by the Purchaser; and / or the SI has failed to remedy a defect or failure to perform its obligations in accordance with the specifications issued by the Purchaser from time to time, despite being served with a default notice which laid down the specific deviance on the part of the SI's Team to comply with any stipulations or standards as laid down by the Purchaser; and / or
- the SI's Team has failed to adhere to any amended directions, instructions, modifications, notifications or clarifications as issued by the Purchaser during the term of this Contract and which the Purchaser deems proper and necessary for the execution of the scope of work under this Contract; and / or
- the SI's Team 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, the Bidding Document and this Contract; and / 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 SI; and / or
- the SI's Team has failed to comply with or is in breach or contravention of any applicable laws; and/ or
- the SI's Team has failed to comply with or adhere to any of the terms & conditions of this contract.

1.2 Where there has been an occurrence of such defaults inter alia as stated above, the Purchaser shall issue a notice of default to the SI, setting out specific defaults / deviances / omissions / non-compliances / non-performances and providing a notice of Sixty (60) days to enable such defaulting party to remedy the default committed.

1.3 Where despite the issuance of a default notice to the SI by the Purchaser the SI fails to remedy the default to the satisfaction of the SI, the Purchaser may, where it deems fit, issue to the defaulting party another default notice or proceed to adopt such remedies as may be available to the Purchaser.

**2. Consequence
of Event of
Default**

2.1 Where an Event of Default subsists or remains uncured the Purchaser shall be entitled to:

- a) Impose any such obligations and conditions and / or issue any directions / notifications / clarifications as may be necessary to inter alia ensure smooth continuation of the project and the services which the SI shall be obliged to comply with that may include re-determination of the consideration payable to the SI as agreed mutually by Purchaser and SI or through a third party acceptable to both parties. The SI shall in addition take all available steps to minimize loss resulting from such event of default.
- b) Suspend all payments to the SI under the Contract by a written notice of suspension to the SI, provided that such notice of suspension:
 - a. shall specify the nature of the failure; and
 - b. shall request the SI to remedy such failure within a specified period from the date of receipt of such notice of suspension by the SI.
- c) Failure on the part of the SI to continue, shall amount to a breach of the terms hereof and the Purchaser in addition to all other rights, have the right to claim damages and recover from the SI all losses/ or other damages that may have resulted from such failure.
- d) In such case the Purchaser shall retain the rights to terminate the contract in part or in full. The Purchaser shall give 30 days notice to the SI of its intention to terminate the Contract and shall so

terminate the Contract unless during the 30 days notice period, the SI initiates remedial action acceptable to the Purchaser.

- e) Retain such amounts from the payment due and payable by the Purchaser to the SI as may be required to offset any losses caused to the Purchaser as a result of such event of default and the SI shall compensate the Purchaser for any such loss, damages or other costs, incurred by the Purchaser in this regard. Nothing herein shall effect the continued obligation of the SI and SI's Team to perform all their obligations and responsibilities under this Contract in an identical manner as were being performed before the occurrence of the default.
- f) Invoke the Performance Bank Guarantee and other Guarantees furnished hereunder, enforce the Indemnity, recover such other costs/losses and other amounts from the SI as may have resulted from such default and pursue such other rights and/or remedies that may be available to the Purchaser under law.
- g) Require the SI to make all such payments as may be incurred / losses borne by the Purchaser in getting such work done through any third party as a result of any default on the part of the SI. SI agrees to compensate the Purchaser for all such costs incurred by the Purchaser in this regard.

6.8 Termination

1. Termination

1.1 The Purchaser may, terminate this Contract in whole or in part by giving the SI a prior and written notice of 90 days indicating its intention to terminate the Contract under the following circumstances:

- Where the Purchaser is of the opinion that there has been such Event of Default on the part of the SI which would make it proper and necessary to terminate this Contract and may include failure on the part of the SI to respect any of its commitments with regard to any part of its obligations under its Bid, the Bidding Document or under this Contract.
- Where it comes to the Purchaser's attention that the SI (or the SI's Team) is in a position of actual conflict of interest with the interests of the Purchaser, in relation to any of terms of the SI's Bid, the Bidding Document or this Contract.

- Where the SI ability to survive as an independent corporate entity is threatened or is lost owing to any reason whatsoever, including inter-alia the filing of any bankruptcy proceedings against the SI, any failure by the SI to pay any of its dues to its creditors, the institution of any winding up proceedings against the SI or the happening of any such events that are adverse to the commercial viability of the SI. In the event of the happening of any events of the above nature, the Purchaser shall reserve the right to take any steps as are necessary, to ensure the effective transition of the project to a successor agency, and to ensure business continuity.
- Termination for Insolvency: The Purchaser may at any time terminate the Contract by giving written notice to the SI, without compensation to the SI, if the SI becomes bankrupt or otherwise insolvent, provided that such termination will not prejudice or affect any right of action or remedy which has accrued or will accrue thereafter to the Purchaser.
- Termination for convenience: The Purchaser, may by a written notice sent to the SI, terminate the contract, in whole or in part at any time for its convenience or wherein any Govt. order directs Purchaser to terminate the project / work. The notice for such termination may specify that the termination is for the Purchaser's convenience, the extent to which the performance of the work under the contract is terminated, and the date upon which such termination becomes effective.

1.2 The SI may, subject to approval by the Purchaser, terminate this Contract before the expiry of the term by giving the Purchaser a prior and written notice at least 12 months in advance indicating its intention to terminate the Contract.

2. Consequence of Termination

2.1 In the event of termination of this Contract pursuant to Clause 6.8, the Purchaser shall be entitled to impose any such obligations and conditions and issue any clarifications as may be necessary to ensure an efficient transition and effective business continuity of the project which the SI shall be obliged to comply with and take all available steps to minimize loss resulting from that termination/breach, and further allow and provide all such assistance to the Purchaser and/or the successor agency, as may be required, to take over the obligations of the erstwhile SI in relation to the execution/continued execution of the scope of this Contract, even where such assistance is required to be rendered for a

reasonable period that may extend beyond the contract term/ termination hereof.

2.2 Where the termination of the Contract is prior to its stipulated term on account of a default on the part of the SI or due to the fact that the survival of the SI as an independent corporate entity is threatened/has ceased, or for any other reason, whatsoever, the Purchaser through re-determination of the consideration payable to the SI as agreed mutually by Purchaser and SI or through a third party acceptable to both parties may pay the SI for those goods that have been satisfactorily installed and commissioned and for that part of the Services which have been authorized by the Purchaser and satisfactorily performed by the SI up to the date of termination. Without prejudice to any other rights, the Purchaser may retain such amounts from the payment due and payable by the Purchaser to the SI as may be required to offset any losses caused to the Purchaser as a result of the Termination or due to any acts/omissions of the SI. In case of any loss or damage due to default on the part of the SI in performing any of its obligations with regard to executing the scope of work under this Contract, the SI shall compensate the Purchaser for any such loss, damages or other costs, incurred by the Purchaser. Additionally, the SI shall continue to perform all their obligations and responsibilities as stipulated under this Contract, and as may be proper and necessary to execute the scope of work under the Contract in terms of the SIP's Bid, the Bidding Document and this Contract, in an identical manner as were being performed before the collapse of the SI as described above in order to execute an effective transition and to maintain business continuity of the Purchaser.

2.3 Nothing herein shall restrict the right of the Purchaser to invoke the Bank Guarantee and other Guarantees furnished hereunder, enforce the Indemnity clause and pursue such other rights and/or remedies that may be available to the Purchaser under law.

2.4 The termination hereof shall not affect any accrued right or liability of either Party nor affect the operation of the provisions of this Contract that are expressly or by implication intended to come into or continue in force on or after such termination.

2.5 Irrespective of anything, SI has to ensure all Data (including Documents, Reports, Database, Backup etc.) generated during the execution of the project (from Day one till end) has to be preserved within custody of Purchaser for a sufficient long duration as required by Purchaser.

6.9 Arbitration

1. Dispute Resolution

1.1 During the subsistence of this Contract or thereafter, in the event of any dispute, claim, question, or disagreement arising out of or in relation to this contract, disputes between the Parties shall include, without limitation of the validity, interpretation, implementation, material breach or any alleged material breach of any provision of this Contract or regarding any question, including as to whether the termination of this Contract by one Party hereto has been legitimate, the parties shall consult and negotiate with each other, in good faith and, recognizing their mutual interests, shall endeavor to settle such dispute amicably and/or by Conciliation to be governed by the Arbitration and Conciliation Act, 1996 or as may be agreed to between the Parties. The attempt to bring about an amicable settlement is considered to have failed as soon as one of the Parties hereto, after reasonable attempts; which attempt shall continue for not less than thirty (30) days, gives to the other Party a thirty (30) days' notice in writing, to refer the dispute to arbitration.

1.2 The Arbitration proceedings shall be governed by the Arbitration and Conciliation Act, 1996.

1.3 The Arbitration proceedings shall be held at Bhopal, Madhya Pradesh

1.4 All disputes and/ or differences remaining unresolved after endeavors under Section 6.9 Clause 1.1 failed shall be referred to a Tribunal of three (3) Arbitrators, constituted as per the terms of and under the (Indian) Arbitration and Conciliation Act, 1996. Each party to the contract shall appoint/ nominate one Arbitrator each, the two Arbitrators so appointed/ nominated by the Parties herein shall together choose the third Arbitrator, who will be the Presiding Arbitrator of the Tribunal. The consortium of the three Arbitrators shall form the Arbitral Tribunal.

1.5 In case, a party fails to appoint an arbitrator within 30 days from the receipt of the request to do so by the other party or the two Arbitrators so appointed fail to agree on the appointment of third Arbitrator within 30 days from the date of their appointment upon request of a party, the Principal Secretary, Department of Science & Technology or any person or institution designated by him (in case of International Commercial Arbitration) shall appoint the Arbitrators/ Presiding Arbitrator.

6.10 Force Majeure

1. Force Majeure

1.1 The Purchaser or the SI as the case may be are entitled to suspend or excuse their respective performance of their respective obligations under this agreement to the extent that the Purchaser or the SI as the case may be is unable to render such performance by an event of force majeure.

1.2 In this agreement Force Majeure means any event or circumstance or a combination of events and circumstances, which satisfy all the following conditions:

- a. materially and adversely affects the performance of an obligation;
- b. are beyond the reasonable control of the affected party;
- c. such party could not have prevented or reasonably overcome with the exercise of good industry practice or reasonable skill or care;
- d. do not result from the negligence or misconduct of/ from/ by such party/ their representatives/ employees/ agents as the case may be, or the failure of such party to perform its obligation hereunder; and
- e. or any consequence of which have an effect described in Section 6.10 Clause 1.1

1.3 Force Majeure includes the following events and/ or circumstances to the extent that they or their consequences satisfy the requirements set forth in above mentioned clause.

- a. war (whether declared or undeclared), invasion, armed conflict or act of foreign enemy in each case involving or directly affecting India; In respect of Force Majeure, act of foreign enemy shall mean a non-cyber act
- b. revolution, riot, insurrection or other civil commotion, act of terrorism or sabotage in each case within India;
- c. nuclear explosion, radioactive and chemical contamination or ionizing radiation, directly affecting the area, unless the source and the cause of explosion, contamination, radiation or hazardous thing is brought to or near the area by the SI or anyone affiliated to SI.
- d. strikes or working to rule, go- slows and/ or lock outs which are on

each case wide spread nation wise or political;

e. any effect of the natural elements including lighting, fire, earthquake, unprecedented rains, cloud bursts, flash floods, landslides, storms, cyclone, tsunami, typhoon or tornado within India;

f. explosion (other than a nuclear explosion or an explosion resulting from an act of war) within India;

g. epidemics and plague within India;

h. any major accident or breakdown which is not brought about by an act of sabotage by the SI or any of their employees or servants or agents;

i. any fire, which is not the effect of natural element;

j. any event or circumstances of a nature analogous to any events set forth in Section 6.10, clause 1.2.

2. Procedure for Force Majeure

2.1 If a party claims relief on account of or under the Force Majeure event, then such party claiming to be effected by the Force Majeure event, immediately on becoming aware of the Force Majeure event must give notice thereof and describe in detail herein under:

1. the Force Majeure event (s) that have occurred;

2. the obligations affected as described in Section 6.11;

3. the date of commencement and estimated cession of such event of Force Majeure; and

4. the manner in which the Force Majeure event(s) affect the party's obligations under this contract/ agreement

5. No party shall be able to suspend or excuse the non-performance of its obligations herein unless such party has given the notice specified above.

2.2 The affected party shall have the right to suspend the performance of obligations affected as described in Section 6.10 upon delivery of the notice of the occurrence of Force Majeure event in accordance with sub clause above.

2.3 The time for performance by the affected party of any obligation or compliance by the affected party with any time limit affected by Force Majeure, and for the exercise of any right affected thereby, shall be

extended by the period during which such Force Majeure continues and by such additional period thereafter as is necessary to enable the affected party to achieve the level of activity prevailing before the event of Force Majeure.

2.4 The party receiving the claim and relief under the Force Majeure shall, if it wishes to dispute the claim, give a written notice of dispute to the party making the claim within 50 days of receiving of the notice of claim. If the notice of claim is contested within fifteen days as stated above, all the parties to this agreement shall be deemed to have accepted the validity of the claim. If any party disputes the claim, the parties shall follow that procedure set forth in Section 6.9.

2.5 Mitigation: The party claiming to be affected by Force Majeure shall take all reasonable steps to prevent/ reduce to a minimum and mitigate the effect of such Force Majeure.

2.6 Termination due to Force Majeure: If Force Majeure event continues for more than 365 days, either party shall have the right to terminate this agreement by giving a notice of termination in respect thereof.

6.11 Change Order

1. Change Order

1.1 The Purchaser may at any time order the SI through Notice, to make changes within the general scope of the Contract in any one or more of the following: -

- drawings, designs, or specifications, where Goods to be furnished under the Contract are to be specifically manufactured for the Purchaser;
- the method of shipment or packing;
- the place of delivery; and
- the related services to be provided by the selected bidder.

1.2 If any such change causes an increase or decrease in the cost of, or the time required for, the SI's performance of any provisions under the Contract, an equitable adjustment shall be made in the Contract Price or in the Delivery and Completion Schedule, or both, and the Contract shall accordingly be amended. Any claims by the selected bidder for adjustment under this clause must be asserted within thirty (30) days from the date of the SI's receipt of the Purchaser's change order.

1.3 Prices to be charged by the selected bidder for any related services that might be needed but which were not included in the Contract shall be agreed upon in advance by the parties and shall not exceed the prevailing rates charged to other parties by the selected bidder for similar services.

2. Software Changes

2.1 Changes in the application software which are mandatorily required for complying to any of the predefined SLA requirements, RFP, or included in the FRS that shall be prepared by SI cannot be treated as a separate Change Request, and hence are to be completed by the SI at no extra cost.

2.2 All Change Requests submitted by the SI will contain an effort estimate, which has to be approved by MPSEDC. MPSEDC has the final say on the effort estimate required.

2.3 For any changes to the software, SI shall submit a document indicating proposed changes, impact to the system in terms of functional outcomes / additional features added to the system etc. The SI is required to obtain approval from MPSEDC for all the proposed changes before implementation of the same into production environment and such documentation is subject to review.

2.4 If the proposed change is beyond 30% of the Contract Cost, it shall be treated as a different RFP.

6.12 Warranty

1. Warranty

1.1 A comprehensive onsite warranty applicable on all goods supplied under this contract shall be provided by the respective OEM of the SI for a period mentioned in the Schedule of Requirement from the date of “Go-Live”.

1.2 The SI warrants that the Goods supplied under the Contract are new, non-refurbished, unused and recently manufactured; shall not be nearing end of sale / end of support; and shall be supported by the SI and respective OEM along with service and spares support to ensure its efficient and effective operation for the entire duration of the contract.

1.3 The SI warrants / provides warranty from OEM that the goods supplied under this contract shall be of the highest grade and quality and consisted with the established and generally accepted standards for materials of this type. The goods shall be in full conformity with the

specifications and shall operate properly and safely. All recent design improvements in goods, unless provided otherwise in the Contract, shall also be made available.

1.5 The SI further warrants / provides warranty from OEM that the Goods supplied under this Contract shall be free from all encumbrances and defects/faults arising from design, material, manufacture or workmanship (except insofar as the design or material is required by the Purchaser's Specifications) or from any act or omission of the SI, that may develop under normal use of the supplied Goods in the conditions prevailing at the respective Purchaser Locations.

1.6 The Purchaser shall promptly notify the SI in writing of any claims arising under this warranty.

1.7 Upon receipt of such notice, the SI shall, with all reasonable speed, repair or replace the defective Goods or parts thereof, without prejudice to any other rights which the Purchaser may have against the SI under the Contract.

1.8 If the SI, having been notified, fails to remedy the defect(s) within a reasonable period, the Purchaser may proceed to take such remedial action as may be necessary, at the SI's risk and expense and without prejudice to any other rights which the Purchaser may have against the SI under the Contract.

6.13 Limitation of Liability

1. Limitation of Liability

1.1 Except in case of gross negligence or willful misconduct on the part of the SI or on the part of any person or company acting on behalf of the SI in executing the work or in carrying out its/ their obligations under this contract, the SI, with respect to damage caused by the SI to the property and/or assets of the Purchaser or of any of Purchaser's vendors, shall not be liable to the Purchaser:

(a) for any indirect or consequential loss or damage; and

(b) for any direct loss or damage that exceeds Contract Value,

1.2 The SI's liabilities shall not be limited if the loss/ damage is caused by Negligence/ gross negligence; Misconduct/ intentional misconduct; or Fraud attributable to the SI and/ or its representatives/ employees.

1.3 The Purchaser shall be entitled to recover from SI any loss or damage caused by breach of any of the terms and or conditions of the contract in part or whole.

6.14 Liquidated Damages

1. Liquidated damages

1.1 Excluding to Section 6.10, if the SI fails to complete the works before the scheduled completion date or the extended date or if SI repudiates the Contract before completion of the Work, the Purchaser may without prejudice to any other right or remedy available to the Purchaser under the Contract recover from the SI, as liquidated damages at 1.6 % of undelivered work per week subject to a maximum of 20 % of contract price. In case the amount of LD exceeds 10% the MPSEDC shall right to terminate the project.

6.15 Suspension of Work

1. Suspension of Work

1.1 The SI shall, if ordered in writing by the Purchaser/ its Representative, temporarily suspend the works or any part thereof for such specified/ ordered period and time. The SI shall not be entitled to claim compensation for any loss or damage sustained by him by reason of such temporary suspension of the Works as aforesaid. The Purchaser may consider suitable compensation to the SI on case to case basis, to the extent of work completed, subject to fulfilment of other conditions of this contract. 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 written request for the 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 3 months**, the SI shall have the option to request the Purchaser to terminate the Contract with mutual consent.

6.16 Information Security

1. Information Security

1.1 The SI and Team/ representatives/ employees etc shall not carry any written/printed document, layout diagrams, Compact Discs, floppy diskettes, hard disk, storage tapes, and/ or any other storage devices media or any other goods /material either proprietary to Purchaser or otherwise, into/ out of Purchaser's Locations without prior written consent and written permission from the Purchaser.

1.2 The SI and Team/ representatives/ employees etc shall not under any circumstance whatsoever destroy any unwanted documents, defective tapes/ media present at the Purchaser's Locations on their own. All such documents, tapes/ media shall be handed over to the Purchaser.

1.3 All documentation and media at the respective Purchaser's Locations shall be properly identified, labelled and numbered by the SI. SI shall keep track of all such items and provide a monthly summary report of these items to the Purchaser.

1.4 The SI and / Team/ representatives/ employees etc. shall follow the Purchaser's Information Security Policy. Access to Purchaser's data and systems, Email and Internet facility by the Governance Risk Compliance and Performance Service Provider (GRCP-SP) and its Team/ representatives/ employees etc., at any of the Purchaser's Locations shall strictly be in accordance with the security and access policies set/ laid down by the Purchaser.

1.5 The SI and its Team/ representatives/ employees etc. acknowledge that Purchaser's business data and other Purchaser proprietary information or materials, whether developed by Purchaser or being used by the Purchaser pursuant to any license agreement with a third party (the foregoing collectively referred to herein as information") are confidential and proprietary to the Purchaser; and the SI and its Team/ representatives/ employees etc., agree to use such information with allreasonable care to safeguard the proprietary information and to prevent the unauthorized use or disclosure thereof, which shall under no circumstance be less than that used by the SI to protect its own proprietary information. The SI recognizes that the goodwill of

Purchaser depends, among other things, upon the SI keeping such proprietary information confidential and that unauthorized disclosure of the same by the SI or its Team/ representatives/ employees etc. could damage the goodwill of Purchaser, and that by reason of the SI's duties hereunder. The SI may come into possession of such proprietary information, even though the 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. The SI shall use such information only for the purpose of performing the services under this contract.

1.6 The SI shall, upon termination of this agreement for any reason, or upon ending of the term of the contract or upon demand by the Purchaser, whichever is earliest, return any and all information provided to the SI by the Purchaser or by any third party in connection with this Contract, including any copies or reproductions, both hardcopy and electronic.

6.17 Sub-Contracting

- | | |
|--------------------------|--|
| 1. Permissibility | 1.1 Sub-contracting is not permitted for this project. |
|--------------------------|--|

6.18 Consortium

- | | |
|--------------------------|---|
| 1. Permissibility | 1.1 Consortium is not permitted for this project. |
|--------------------------|---|

7 Section VII: Bidding Forms

7.1 Formats for Clarification

7.1.1 Format for submission of Queries

[ON BIDDERS LETTERHEAD]

To

Chief General Manager,

M.P. State Electronics Development Corporation Limited (MPSEDC),

47-A, Arera Hills, State IT Center, Bhopal,

Madhya Pradesh – 462011

Date: DD/MM/YYYY

Sub: Submission of Clarification of Clarifications by <<firm name>>

Ref:<<RFP Title>> (Bidding Document No: _____ Dated: __/__/____)

Dear Sir,

We have gone through the bid document and have the following queries. Request you to kindly address the same. We seek your clarification on the queries mentioned below.

#	Clause No in RFP	Page Number	Existing Clause	Query/Remarks

Date:

Signature of Authorized Representative

Name of SI:

Full Address:

Telephone No.:

7.2 Formats for Pre-Qualification Proposal

7.2.1 Checklist for Pre-qualification proposal

Sl. No.	Items	Submitted (Yes /No.)	Documentary Proof (Page No.)
1.	Pre-qualification cover letter		
2.	Bidder's Particulars		
3.	PoAauthorizing the Signatory		
4.	Scanned copy of EMD Receipt		
5.	Un-priced Bill of Material		
6.	Certificate of Incorporation		
7.	Memorandum and Articles of Associations		
8.	Copy of registration with sales tax/ service tax authorities		
9.	Chartered Accountant certificate for Net- worth, Turnover and PAT for last three years		
10.	Copy of the audited profit and loss account/ balance sheet/ annual report of last three financial		
11.	Work Orders, Client Certificates, Completion Certifications, Agreements and Citations highlighting bidders credentials as required		

12.	Valid CMMi Level 5 certificate		
13.	Declaration from HR		
14.	Self-Declaration for not being blacklisted by any Government Entity		
15.	Certification from OEM highlighting their credentials as required		
16.	Pre-qualification Compliance Sheet for MPPARICHAJ		
17.	Form for Statement of No Deviation from the RFP Requirements		
18.	Un-priced Bill of Material		
19.	Report Published / Letter issued by the Rating Agency (Gartner and Forrester).		

7.2.2 Format for Pre-Qualification Proposal Cover letter

[ON BIDDERS LETTERHEAD]

To

Chief General Manager,

M.P. State Electronics Development Corporation Limited (MPSEDC),

47-A, Arera Hills, State IT Center, Bhopal,

Madhya Pradesh – 462011

Date: DD/MM/YYYY

Sub: Letter for Submission of Pre-Qualification Proposal by <<firm name>>

Ref:<<RFP Title>> (Bidding Document No: _____ Dated: __/__/____)

Sir,

Having examined the RFP, the receipt of which is hereby duly acknowledged, we, the undersigned, offer to product and services as required and outlined in the RFP. We attach hereto our responses to pre-qualification criteria.

We confirm that the information contained in these responses or any part thereof, including the exhibits, and other documents and instruments delivered or to be delivered to MPSEDC is true, accurate, verifiable and complete. This response includes all information necessary to ensure that the statements therein do not in whole or in part mislead the department in its short-listing process.

We fully understand and agree to comply that on verification, if any of the information provided here is found to be misleading the selection process, we are liable to be dismissed from the selection process or termination of the contract during the project, if selected to do so.

We agree for unconditional acceptance of all the terms and conditions set out in the RFP document and also agree to abide by this tender response for a period of 180 days from the date fixed for bid opening.

We hereby declare that in case we are chosen as successful bidder, we shall submit the PBG in the form prescribed in the RFP. We do hereby undertake, that until a contract is prepared and executed, this bid together with your written acceptance thereof, the Bidding Document and placement of letter of intent awarding the contract, shall constitute a binding contract between us.

We agree that you are not bound to accept any tender response you may receive. We also agree that you reserve the right in absolute sense to reject all or any of the products/ services specified in the tender response with or without assigning any reason whatsoever.

Date:

Signature of Authorized Representative

Name of SI:

Full Address:

Telephone No.:

7.2.3 Format for Particulars of the Bidder

Details of the Bidder (Company)		
A.	Name of the Bidder	
B.	Address of the Bidder	
C.	Year of Incorporation	
D.	Registration Number & Registration Authority	
E.	Legal Status (Public/Private)	
F.	Name & Designation of the Authorized person to whom all references shall be made regarding this Bidding Document	
G.	Telephone No. (with STD Code)	
H.	E-Mail of the Contact person:	
I.	Fax No. (with STD Code)	
J.	Website	
K.	Financial Detail (Organization's turnover of last three financial years)	FY 17-18:
		FY 16-17:
		FY 15-16:
L.	Service Tax Number	
M.	PAN	
N.	EMD Details	E payment/RTGS/NEFT No.:
		Date:
		Amount
		Bank Name:

Date:

Signature of Authorized Representative

Name of SI:

Full Address:

Telephone No.:

7.2.4 Format for Pre-qualification compliance sheet

#	Pre-qualification Criteria	Submission Status (Yes/No)	Documentary Proof submitted (Page No.)
1.	<p>Bidder should either be a Company registered under the Indian Company Act 1956 or firm having a valid service tax/ VAT registration number since more than 5 years.</p> <p>Please Note: No consortium is allowed.</p>		
2.	<p>The bidder should have positive net worth and Annual turnover from IT Business of more than Rs. 60 crores for the each of the last three Financial Years (FY 17-18, FY16-17, FY15-16).</p>		
3.	<p>The bidder should be an established Information Technology company / IT System Integrator who would have successfully completed at least 3 Turnkey IT Projects (eachhaving order value of not less than 5 Crore) <u>in Indiain the Government/PSU</u>during the last three years from the date of submission of bid.</p> <p>The projects provided by the Bidder should cover at least application development/customization, infrastructure deployment, maintenance and support.</p>		
4.	<p>The Bidder should have implemented at least one Business Intelligence / Data Management project during the last three (3) years (from the date of submission of bid) with any Government / PSU in India.</p>		

#	Pre-qualification Criteria	Submission Status (Yes/No)	Documentary Proof submitted (Page No.)
5.	The bidder should be a CMMi level 5 company		
6.	<p>The bidder must have on its payroll at least 100 technically qualified professionals in India, in the field of proposed software / hardware technology and in Systems Integration, and Operations and Maintenance.</p> <p>a) At least 50 resources should be certified in the Operations and Maintenance support skillset (like Database Admin, System Admin, Network Admin etc.).</p> <p>b) At least 5 resources should be certified in the proposed BI & Analytics product.</p> <p>c) At least 10 resources should be certified in proposed Development Technology (like .NET, Java, any other proposed open-source etc.).</p>		
7.	The Bidder shall not be under a valid declaration of ineligibility for corrupt or fraudulent practices or blacklisted with any of the Government agencies in India on the date of submission of bid		
8.	<p>The OEM for all proposed hardware and software should be listed in the latest / last leader's quadrant of Gartner and Forrester, OR figure in top 5 ranking of IDC market analysis Report for India for last quarter.</p> <p>Citing security reasons, OEM of Chinese</p>		

#	Pre-qualification Criteria	Submission Status (Yes/No)	Documentary Proof submitted (Page No.)
	origin will not be considered.		

Date:

Signature of Authorized Representative

Name of SI:

Full Address:

Telephone No.:

7.2.5 Format for Declaration by Bidders HR

[ON BIDDERS LETTERHEAD]

To
Chief General Manager,
M.P. State Electronics Development Corporation Limited (MPSEDC),
47-A, Arera Hills, State IT Center, Bhopal,
Madhya Pradesh – 462011

Date: DD/MM/YYYY

Sub:Details of the staff as part of Pre-Qualification Bid for the Bidding Document

Ref:<<RFP Title>> (Bidding Document No: _____ Dated: __/__/____)

Sir,

We hereby declare that there are more than qualified professionalsin India, in the field of proposed software / hardware technology and in Systems Integration, and Operations and Maintenanceas full-time employee and are on our payrolls.

Further, we hereby declare that more than 50 resources are certified in the Operations and Maintenance support skillset (like Database Admin, System Admin, Network Admin etc.), more than 5 resources certified in the proposed BI & Analytics product and more than 10 resources certified in proposed Development Technology (like .NET, Java, any other proposed open-source etc.). The detailed list of these resources in provided below.

S. No	Name of Resource	Designation	Academic Qualification	Expert in (Name of Tools/COTS)
Operations and Maintenance				
1				
2				
3				

...				
Business Intelligence & Analytics				
1				
2				
3				
...				
Development Technology				
1				
2				
...				

Date:

Signature of Authorized Representative

Name of SI:

Full Address:

Telephone No.:

7.2.6 Format for Self-declaration by bidder for not being blacklisted

[ON BIDDERS LETTERHEAD]

To

Chief General Manager,

M.P. State Electronics Development Corporation Limited (MPSEDC),

47-A, Arera Hills, State IT Center, Bhopal,

Madhya Pradesh – 462011

Date: DD/MM/YYYY

Sub:Declaration of no valid ineligibility for corrupt or fraudulent practices or blacklisted with any of the Government agencies in India during the last three years

Ref:<<RFP Title >> (Bidding Document No: _____ Dated: __/__/____)

Sir,

In response to the above mentioned RFP I, _____, as _____
<Designation>_____ of M/s_____, hereby declare that our Company / Firm
_____has not been blacklisted on the day of opening of this bid by any State/Central Govt.,
Semi-government or PSU due to unsatisfactory performance, breach of general or specific instructions,
corrupt / fraudulent or any other unethical business practices.

Date:

Signature of Authorized Representative

Name of SI:

Full Address:

Telephone No.:

7.2.7 Format for Statement of no deviation from the bidding document

[ON BIDDERS LETTERHEAD]

To

Chief General Manager,

M.P. State Electronics Development Corporation Limited (MPSEDC),

47-A, Arera Hills, State IT Center, Bhopal,

Madhya Pradesh – 462011

Date: DD/MM/YYYY

Sub: Undertaking of no deviation from RFP terms and condition

Ref:<<RFP Title>>Bidding Document No: _____ Dated: __/__/____)

Sir,

This is to confirm that the proposal submitted by <<bidder name>>, is in complete agreement with the RFP and the corrigendum(s) issued thereof and there is no deviation what so ever.

Date:

Signature of Authorized Representative

Name of SI:

Full Address:

Telephone No.:

7.2.8 Format of project experience

Summary Table for Relevant Project Experience

Sl. No.	Name of Project	Year of Project	Page Number
1.			
2.			
3.			
4.			
5.			

Detailed Project Experience *(please provide separate table for each project)*

Project Information	
Name of the project	
Client for which the project was executed	
Name and contact details of the client	
Project Details	
Description of the project	
Scope of services	
Start date	

Completion date	
Duration of the project	
Other Relevant Information (if any)	
Supporting Documents enclosed (√): Work Order received from Client/ Copy of Contract signed between Implementation Partner and client Scope of Work highlighted(Y/N) Period of Contract Highlighted(Y/N) Other (if any)	

7.2.9 Format of unpriced bill of material

Sl. No.	Item	Make and Model	Quantity	Remarks
1.				
2.				
3.				
4.				
5.				
6.				
7.				
8.				
9.				
10.				
11.				
12.				
13.				
14.				

7.3 Formats for the Technical Proposal

7.3.1 Checklist for Technical proposal

Sl. No.	Items	Submitted (Yes /No.)	Documentary Proof (Page No.)
1.	Technical Cover Letter		
2.	Technical Compliance Sheet		
3.	Declaration for compliance with all the Mandatory items in the Functional and Non-Functional Specifications		
4.	OEM declaration that the tool proposed has not been declared end-of-life (anywhere in the world) and shall not be declared end of support in the next 6 years from the date of submission of the Proposal		
5.	Power of Attorney authorizing the OEM's Signatory		
6.	OEM authorization and declarations		
7.	Certificate from OEM in reference to end of life and end of support		
8.	Relevant Project Experience - Turnkey Projects		
9.	Relevant Project Experience - implementing proposed solution in India in Govt / PSU		

10.	Relevant Project Experience - implementing similar solution in Government		
11.	Relevant Project Experience - implementing Aadhaar Authentication along with Hardware Security Module (HSM) device		
12.	Relevant Project Experience - implementing Aadhaar Data Vault		
13.	Relevant Project Experience - Large Scale Data Handling		
14.	Proposed Team Structure, Deployment Plan and CVs of key proposed resources		
15.	Bidder's compliance with all the items in the Functional and Non-Functional Requirements		
16.	Bills of Material		
17.	Approach and Methodology		
18.	Project Plan		
19.	Scalability Projection Matrix		
20.	Technical Solution in compliance to Section 3.3.2 Architecture		
21.	Technical Solution Details (as per Annexure-B)		

7.3.2 Format for Technical proposal covering letter

To

Chief General Manager,

M.P. State Electronics Development Corporation Limited (MPSEDC),

47-A, Arera Hills, State IT Center, Bhopal,

Madhya Pradesh – 462011

Date: DD/MM/YYYY

Sub: Covering letter for Technical Proposal for referred Bidding Document

Ref:<<RFP Title>>(Bidding Document No: _____ Dated: __/__/____)

Sir,

Having examined the RFP, the receipt of which is hereby duly acknowledged, we, the undersigned, offer to be the System Integrator and carry out the work as and outlined in the RFP.

We attach hereto the technical response as required by the RFP.

We confirm that the information contained in these responses or any part thereof, including the exhibits, and other documents and instruments delivered or to be delivered to MPSEDC is true, accurate, verifiable and complete. This response includes all information necessary to ensure that the statements therein do not in whole or in part mislead the department in its short-listing process.

We fully understand and agree to comply that on verification, if any of the information provided here is found to be misleading the selection process, we are liable to be dismissed from the selection process or termination of the contract during the project, if selected to do so.

We agree for unconditional acceptance of all the terms and conditions set out in the RFP document and also agree to abide by this Bidding Document response for a period of 180 days from the date fixed for bid opening.

We hereby declare that in case the contract is awarded to us, we shall submit the contract performance guarantee bond in the form prescribed in the RFP.

We agree that you are not bound to accept any Bidding Document response you may receive. We also agree that you reserve the right in absolute sense to reject the solution completely

It is hereby confirmed that I/We are entitled to act on behalf of our company/ corporation/ firm/ organization and empowered to sign this document as well as such other documents, which may be required in this connection.

Date:

Signature of Authorized Representative

Name of SI:

Full Address:

Telephone No.:

7.3.3 Format for compliance sheet for Technical proposal

#	Description (Evaluation criteria)	Submitted (Yes / No)	Documentary Proof (Page No.)
I	Proposed Solution should be in compliance with all the Mandatory items in the Functional and Non-Functional Specification		
II	Bidder needs to provide OEM declaration that the tool proposed has not been declared end-of-life (anywhere in the world) and shall not be declared end of support in the next 6 years from the date of submission of the Proposal		
III	Technical Evaluation Framework		
A	Organization's Experience		
1.	Experience in Turnkey Projects (For evaluating support, O&M capabilities) The Bidder's experience in completing turnkey IT projects (each having order value of not less than 5 Crore) in Government/PSU which shall include infrastructure deployment, maintenance and support in the last three (3) years from the date of submission of Proposal.		
2.	Implemented proposed solution in India in Government / PSU (For evaluating Development, Software capabilities) The Bidder should have successfully implemented the proposed solution (Data Management, Application Development/Customization and Business Intelligence) in Government/PSU organization in India clients during the last three (3) years from the submission of the bid.		

#	Description (Evaluation criteria)	Submitted (Yes / No)	Documentary Proof (Page No.)
3.	Experience in Implementation of Aadhaar Authentication along with Hardware Security Module (HSM) device Bidder's should have experience in implementing Aadhaar Authentication(AUA) /Aadhaar eKYC service (KUA) along with HSM in last three years quantified in terms of number of projects.		
4.	Experience in implementing of Aadhaar Data Vault (ADV) Bidder's should have experience in implementing Aadhaar Authentication (AUA) /Aadhaar eKYC service (KUA) in last three years quantified in terms of number of projects.		
5.	Experience in implementing PARICHAJ Bidder's should have experience in implementing PARICHAJ in India in last three years quantified in terms of number of projects.		
6.	Experience in Large Scale Data Handling Bidder's Experience, quantified in terms of number of projects will be evaluated. Bidder should have successfully commissioned and managed the Data warehouse with <u>more than 10 TB data</u> within India during the last three (3) years from the date of submission of the proposal.		
B	Proposed Team Deployment Bidder's proposed resources for Takeover existing, re-architect, Development and Implementation of the project. The Bidder shall at least propose the following resources of the skillset in technology of existing and proposed solution / software / hardware along with		

#	Description (Evaluation criteria)	Submitted (Yes / No)	Documentary Proof (Page No.)
	<p>relevant certification. While, more resources can be proposed by the Bidder to ensure successful transition of the project, the following profiles shall be considered for evaluation of the proposal.</p> <ul style="list-style-type: none"> • Project Manager • Solution Architect • Business Analyst • Business Intelligence Designer/Developer • SeniorJava Developer • PL/SQL Developer • Oracle Database Administrator • Server Administrator with experience in Virtualization / Cloud • Network Administrator • Security Expert (conversant with cyber and aadhaar laws & regulations) 		
C	<p>Bidder's Proposed Software Solution</p> <p>(for details please refer section 2.2.2Technical Evaluation Criteria - Bidder's Proposed Software Solution)</p>		
D	<p>Technical presentation</p> <p>Technical presentation establishing</p> <ol style="list-style-type: none"> 1. the understanding of existing PARICHAI solution 2. capabilities of the proposed solution, redundancy, approach and methodology, overall plan, environment (dev-preprod-prod) etc. by the Bidder 3. Project Timelines (for takeover < 3 months) 		

7.3.4 Format for compliance with functional and non-functional specifications

[ON BIDDERS LETTERHEAD]

To
Chief General Manager,
M.P. State Electronics Development Corporation Limited (MPSEDC),
47-A, Arera Hills, State IT Center, Bhopal,
Madhya Pradesh – 462011

Date: DD/MM/YYYY

Sub: Undertaking of compliance with all the Mandatory items in the Functional and Non-Functional Specifications

Ref:<<RFP Title >>(Bidding Document No: _____ Dated: __/__/____)

Sir,

I, hereby, would like to confirm that in the proposal submitted by <<bidder name>>, is in full compliance with the Mandatory items of the Functional and Non-Functional requirements.

Date:

Signature of Authorized Representative

Name of SI:

Full Address:

Telephone No.:

7.3.5 Format for authorization by OEM to provide services based on their products

[ON OEM's LETTERHEAD]

To

Chief General Manager,

M.P. State Electronics Development Corporation Limited (MPSEDC),

47-A, Arera Hills, State IT Center, Bhopal,

Madhya Pradesh – 462011

Date: DD/MM/YYYY

Sub: Authorization of <<company name >> to provide services based on our product(s)

Ref:<<RFP Title>>Pradesh (Bidding Document No: _____ Dated: __/__/____)

Sir,

I, hereby, declare that <<Name of the OEM>> am the Original Equipment Manufacturer in respect to the tools proposed in the bid which are listed below. Iconfirm that <Name of Bidder> has due authorization from us to provide tool(s) listed below and related services of warranty, licensing and maintenance, to MPSEDC, as per your RFP (Ref. No. dated).

I endorse the terms and condition specified in the RFP, contracting and licensing terms provided by <Bidder> to MPSEDC.I declare that the proposed toolshave not been declared end-of-life (anywhere in the world) and shall not be declared end of supportin the next 6 years.

I endorse the warranty for the tool shall be for a period of 6 years commencing from the date of acceptance of Go-Live. The warranty shall be onsite replaceable warranty of the tools that are listed below.I also certify that the below mentioned product being supplied by the <Bidder> meets the minimum specifications given in the RFP.

#	Name of tool	Remarks
1		
2		

Date:

Signature of Authorized Representative

Name of SI:

Full Address:

Telephone No.:

7.3.6 Format for relevant experience

Summary Table for Project Experience

Sl. No.	Name of Project	Year of Project	Page Number
1.			
2.			
3.			
4.			
5.			

Detailed Project Experience *(please provide separate table for each project)*

Project Information	
Name of the project	
Client for which the project was executed	
Name and contact details of the client	
Project Details	
Description of the project	
Scope of services	
Start date	

Completion date	
Duration of the project	
Other Relevant Information (if any)	
Supporting Documents enclosed (√): Work Order received from Client/ Copy of Contract signed between Implementation Partner and client Scope of Work highlighted(Y/N) Period of Contract Highlighted(Y/N) Other (if any)	

7.3.7 Format for Client Certificate for large volume of Data Handling

(please provide separate letter for each project)

[ON CLIENT'S LETTERHEAD]

Date

To whomsoever it may concern

This is to certify that the <<name of bidder >> is associated with us in the <<name of project>> Project.
<<Name of bidder >>has successfully commissioned and managed the Data warehouse with more than
10 TB data within India during the last three (3) years.

Thanking you,

Yours Faithfully
[Authorized Signatory]
[Designation]
[Place]
[Date]
[Seal]

7.3.8 Format for list of resources and Detailed resume

Summary of Resources

Sl. No.	Proposed Position	Name of Resource	Qualification	Certification	Total Experience	Relevant Experience	Page Number
1.							
2.							
3.							
4.							
5.							
6.							

Detailed Resume of Resources (please provide separately for each resource)

1.	Proposed Profile												
2.	Name of staff:												
3.	Date of birth:												
4.	Nationality:												
5.	Qualification:	<table border="1"> <tr> <th>S. No.</th> <th>Degree</th> <th>Institution</th> <th>Year</th> </tr> <tr> <td>1.</td> <td></td> <td></td> <td></td> </tr> </table>				S. No.	Degree	Institution	Year	1.			
S. No.	Degree	Institution	Year										
1.													

		2.																																	
6.	Membership of professional associations:																																		
7.	Certification:																																		
8.	Languages:	<table border="1"> <thead> <tr> <th>S. No.</th> <th>Language</th> <th>Read</th> <th>Write</th> <th>Speak</th> </tr> </thead> <tbody> <tr> <td>1.</td> <td></td> <td></td> <td></td> <td></td> </tr> <tr> <td>2.</td> <td></td> <td></td> <td></td> <td></td> </tr> </tbody> </table>				S. No.	Language	Read	Write	Speak	1.					2.																			
S. No.	Language	Read	Write	Speak																															
1.																																			
2.																																			
9.	Employment record:	<table border="1"> <tbody> <tr> <td>From</td> <td></td> <td>To</td> <td colspan="2"></td> </tr> <tr> <td>Purchaser</td> <td colspan="4"></td> </tr> <tr> <td>Position held</td> <td colspan="4"></td> </tr> </tbody> </table> <table border="1"> <tbody> <tr> <td>From</td> <td></td> <td>To</td> <td colspan="2"></td> </tr> <tr> <td>Purchaser</td> <td colspan="4"></td> </tr> <tr> <td>Position held</td> <td colspan="4"></td> </tr> </tbody> </table>				From		To			Purchaser					Position held					From		To			Purchaser					Position held				
From		To																																	
Purchaser																																			
Position held																																			
From		To																																	
Purchaser																																			
Position held																																			
10.	Total Experience																																		

11.	Total Experience in this profile	
12.	Work undertaken that best illustrates capability to handle the tasks assigned:	
Name of Assignment / Job or Project:		
Year :		
Location:		
Purchaser:		
Main project features:		
Position Held:		
Activities performed		
<p>Certification:</p> <p>I, the undersigned, certify that to the best of my knowledge and belief, this CV correctly describes myself, my qualifications, and my experience. I understand that any wilful misstatement describes herein may lead to my disqualification or dismissal, if engaged.</p> <p>Full name of authorized representative:</p> <p>Date:<xxx></p>		

7.3.9 Format for Deployment Plan

#	Role Staff	of	Staff input (in the form of a bar chart)				Total staff-month input		
			1	2	...	N	Onsite	Offsite	Total
1									
2									
3									
4									
5									
6									
	Sub-Total								
	Total								

7.3.10 Format for Project Plan

N°	Activity	Weeks								N
		1	2	3	4	5				
1										
2										
3										
4										
5										
6										
7										
8										
9										
10										
11										
12										

7.3.11 Format for scoring/compliance to proposed solution

Bidders should insert in the Functional and Non-Functional requirements checklist, responses as indicated in the table below against each of the stated criteria. This should be done by typing into the response column labelled 'SF/ CR/ WA/ DV/ NS' in the table indicating the Requirements – additional comments can be inserted in to the comments column.

Functions	Category	SF	CR	DV	Comments	Marks
Functionality 1	Mandatory/ Desirable	#	#	#		
Functionality 2	Mandatory/ Desirable	#	#	#		
....	#	#	#		
Total Marks Obtained						
Technical Score (=Total Marks Obtained * Maximum Score / Maximum Marks)						

Kindly refer Section 2.2.2 Technical Evaluation Criteria - Bidder's Proposed Software Solution

7.3.12 Unpriced bill of material

Sl. No.	Item	Make and Model	Quantity	Remarks
1.				
2.				
3.				
4.				
5.				
6.				
7.				
8.				
9.				
10.				
11.				
12.				
13.				
14.				

7.4 Format– Financial Proposal

7.4.1 Format for Financial Proposal Cover Letter

[ON BIDDER'S LETTERHEAD]

To,

Chief General Manager,

M.P. State Electronics Development Corporation Limited (MPSEDC),

47-A, Arera Hills, State IT Center, Bhopal,

Madhya Pradesh – 462011

Date: DD/MM/YYYY

Sub:Covering letter for Financial Proposal for referred Bidding Document

Ref:<<RFP Title >>(Bidding Document No: _____ Dated: __/__/____)

Sir,

Having examined the RFP, the receipt of which is hereby duly acknowledged, we, the undersigned, offer to be the System Integrator and carry out the work as and outlined in the RFP. We have carefully read and understood the terms and conditions of the contract applicable to the Bidding Document and we do hereby undertake Services as per these terms and conditions. We declare that our prices are as per the technical specifications and bid documents. We do hereby undertake that, in the event of acceptance of our bid, the Services shall be completed as stipulated in the Bidding Document.

We, hereby, confirm that the solution proposed is complete in all respects and shall be sufficient to fulfill all the requirements and services levels as mentioned in the RFP. In case, the solution is found to be incomplete / insufficient, we shall take necessary measures at no additional cost to the MPSEDC.

S. NO.	ITEM DESCRIPTION	Total	
		Without Tax	With Tax
CAPEX			
A.	Additional Infrastructure (Hardware, Network, Storage, etc) Cost		
B.	Additional Infrastructure (OS, Database, etc) Cost		
C.	Application Software Cost		
D.	Professional Services Fee (Design, Development & Customization, Testing, Installation, Commissioning, Training, etc.) for Customized Software, Be-spoke Development and Help Desk		

	Total CAPEX Cost		
OPEX			
E.	Annual Maintenance Charge for 3 Months for Existing PARICHAI system		
F.	Annual Maintenance Charges (For Five Year after acceptance of Go-Live)		
G.	Manpower Fee for PARICHAI Lab (Phase-IV)		
	Total OPEX Cost		
Total Cost (TOTAL CAPEX + TOTAL OPEX)			
Total Cost including Taxes (In Words)			

We hereby confirm that all the prices mentioned in the financial proposal are in Indian National Rupee (INR) only and shall remain valid for period of 5.5 years. We also confirm that all prices provided above are inclusive of all taxes and levies.

We agree for unconditional acceptance of all the terms and conditions set out in the RFP document and also agree to abide by this Bidding Document response for a period of 180 days from the date fixed for bid opening. We hereby declare that in case the contract is awarded to us, we shall submit the contract Performance Security in the form prescribed in the RFP. We agree that you are not bound to accept any proposal you may receive. We also agree that you reserve the right in absolute sense to reject the solution completely with or without assigning any reason whatsoever.

It is hereby confirmed that I am entitled to act on behalf of our company/ corporation/ firm/ organization and empowered to sign this document as well as such other documents, which may be required in this connection.

Date:

Signature of Authorized Representative

Name of SI:

Full Address:

Telephone No.:

7.4.2 Format for Price Bid

Note: MPSEDC would be at liberty to increase or reduce the offered quantity of each item based on price discovery.

A. CAPEX Cost

S. No.	Category	No. of Components / Units of Services (X)	Unit Price in INR (Y)	Taxes and Duties in INR (Z = Z1 + Z2)			Total Price (in INR) without Tax X * Y	Total Price (in INR) WithTax X * (Y + Z)
				GST Per Unit (Z1)	Others per Unit (Z2)	Total per unit (Z)		
A. Gap/Additional Infrastructure (Hardware, Network, Storage etc.) Cost along with Warranty								
At State Data Centre								
1.								
2.								
3.	<Add Rows>							
Total Gap/Additional Infrastructure (Hardware, Network, Storage, etc.) Cost (A)								
B. Gap/Additional Infrastructure (OS, Virtualization, Database etc.) Cost along with Warranty								
At State Data Centre								
4.								
5.								
6.	<Add Rows>							
Total Gap/Additional Infrastructure (OS, Virtualization, Database etc) Cost (B)								
C. Application Software Cost								
At State Data Centre								

7.	Helpdesk							
8.	Data Management							
9.	BI & Analytics							
10.	<Add Rows>							
Total Application Software Cost (C)								
D. Professional Services Fees (Unit is “per resource per month”)								
11.	Project Manager							
12.	Solution Architect							
13.	Business Analyst							
14.	UI Designer							
15.	Test Engineer							
16.	Technical Writer							
17.	<Add Rows>							
Software Customization								
18.	Senior Developer							
19.	Developer							

20.	BI Developer							
21.	<Add Rows>							
Software Development								
22.	Software Engineer							
23.	<Add Rows>							
Help Desk								
24.								
Total Professional Services Fees (D)								
Total CAPEX COST (A + B + C + D)								
Total CAPEX COST (IN WORDS)								

B. OPEX Cost

S. No.	Category	No. of Components / Units of Services (X)	Unit Price in INR = AMC (Y)	Taxes and Duties in INR (Z = Z1 + Z2)			Total Price (in INR) without Tax X * Y	Total Price (in INR) With Tax X * (Y + Z)
				GST Per Unit (Z1)	Others per Unit (Z2)	Total per unit (Z)		
<i>E. Annual Maintenance Charges for Existing PARICHAJ solution (Before acceptance of Go-Live)</i>								
At State Data Centre								
25.	Maintenance Charges for	0.25 Year (3 Months)						

	eachQuarter							
Total Maintenance Charges for Existing PARICHAJ solutionfor 3 Months (Before after acceptance of Go-Live) (E)								
<i>F. Annual Maintenance Charges (During each Year after acceptance of Go-Live)</i>								
At State Data Centre								
26.	Maintenance Charges for 5 Year	5 Years						
Total Annual Maintenance Charges (During 5 Years after acceptance of Go-Live) (F)								
<i>G. Manpower Fee for PARICHAJ Lab (Unit is per resource per month)</i>								
27.	Project Manager	One						
28.	Solution Architect	One						
29.	Business Analyst	One						
30.	Data Analyst	One						
31.	Business Intelligence Designer/Developer	One						

32.	Senior Dot NET Developer	One						
33.	Senior Java Developer	One						
34.	Java Developer	One						
35.	PL/SQL Developer	One						
36.	Microsoft SQL Database Administra tor	One						
37.	Oracle Database Administra tor	One						
38.	Server Administra tor with experience in Virtualizati on / Cloud	One						

39.	Network Administrator	One						
40.	Security Expert (conversant with cyber and aadhaar laws & regulations)	One						
Total Manpower Charges for PARICHAJ Lab per month								
Total OPEX COST (E + F + G)								
Total OPEX COST (IN WORDS)								

7.5 Format for Performance Security

[Date]

To

Chief General Manager,

M.P. State Electronics Development Corporation Limited (MPSEDC),

47-A, Arera Hills, State IT Center, Bhopal,

Madhya Pradesh – 462011

Sub: Performance Bank Guarantee

Ref:<<RFP Title >>(Tender No: _____ Dated: __/__/____)

Dear Sir,

WHEREAS

M/s. (name of bidder), a company registered under the Companies Act, 1956, having its registered office at (address of the bidder), (hereinafter referred to as “our constituent”, which expression, unless excluded or repugnant to the context or meaning thereof, includes its successors and assignees), agreed to enter into a contract dated (Herein after, referred to as “Contract”) with you (Madhya Pradesh Electronic Development Corporation (MPSEDC)) for referred RFP.

We are aware of the fact that as per the terms of the contract, M/s. (name of bidder) is required to furnish an unconditional and irrevocable bank guarantee of amount 10% of purchase order in favour of MPSEDC for an amount<<....>> and guarantee the due performance by our constituent as per the contract and do hereby agree and undertake to pay the amount due and payable under this bank guarantee, as security against breach/ default of the said contract by our constituent.

In consideration of the fact that our constituent is our valued customer and the fact that he has entered into the said contract with you, we, (name and address of the bank), have agreed to issue this Performance Bank Guarantee. Therefore, we (name and address of the bank) hereby unconditionally and irrevocably guarantee you as under:

In the event of our constituent committing any breach/default of the said contract, and which has not been rectified by him, we hereby agree to pay you forthwith on demand such sum/s not exceeding the sum of amount <<....>>), without any demur.

Notwithstanding anything to the contrary, as contained in the said contract, we agree that your decision as to whether our constituent has made any such default(s) / breach(es), as aforesaid and the amount or amounts to which you are entitled by reasons thereof, subject to the terms and conditions of the said contract, will be binding on us and we shall not be entitled to ask you to establish your claim or claims

under this Performance Bank Guarantee, but will pay the same forthwith on your demand without any protest or demur. This PBG will remain valid for 6 (six) Years.

We further agree that the termination of the said agreement, for reasons solely attributable to our constituent, virtually empowers you to demand for the payment of the above said amount under this guarantee and we would honor the same without demur.

We hereby expressly waive all our rights to pursue legal remedies against MPSEDC and other Concerned Government Departments of Madhya Pradesh.

We the guarantor, as primary obligor and not merely surety or guarantor of collection, do hereby irrevocably and unconditionally give our guarantee and undertake to pay any amount you may claim (by one or more claims) up to but not exceeding the amount mentioned aforesaid during the period from and including the date of issue of this guarantee through the period.

We specifically confirm that no proof of any amount due to you under the contract is required to be provided to us in connection with any demand by you for payment under this guarantee other than your written demand.

Any notice by way of demand or otherwise hereunder may be sent by special courier, telex, fax, registered post or other electronic media to our address, as aforesaid and if sent by post, it shall be deemed to have been provided to us after the expiry of 48 hours from the time it is posted.

If it is necessary to extend this guarantee on account of any reason whatsoever, we undertake to extend the period of this guarantee on the request of our constituent upon intimation to you.

This Performance Bank Guarantee shall not be affected by any change in the constitution of our constituent nor shall it be affected by any change in our constitution or by any amalgamation or absorption thereof or therewith or reconstruction or winding up, but will ensure to your benefit and be available to and be enforceable by you during the period from and including the date of issue of this guarantee through the period.

Notwithstanding anything contained hereinabove, our liability under this Performance Guarantee is restricted to amount <<....>>), and shall continue to exist, subject to the terms and conditions contained herein, unless a written claim is lodged on us on or before the aforesaid date of expiry of this guarantee.

We hereby confirm that we have the power/s to issue this Guarantee in your favor under the Memorandum and Articles of Association/ Constitution of our bank and the undersigned is/are the recipient of authority by express delegation of power/s and has/have full power/s to execute this guarantee under the Power of Attorney issued by the bank in your favor.

We further agree that the exercise of any of your rights against our constituent to enforce or forbear to enforce or any other indulgence or facility, extended to our constituent to carry out the contractual obligations as per the said Contract, would not release our liability under this guarantee and that your

right against us shall remain in full force and effect, notwithstanding any arrangement that may be entered into between you and our constituent, during the entire currency of this guarantee.

Notwithstanding anything contained herein, our liability under this Performance Bank Guarantee shall not exceed amount INR <<.....>>

The PBG shall be remain valid during the entire warranty period (5 Years) plus additional 1year; and We are liable to pay the guaranteed amount or part thereof under this Performance Bank Guarantee only if we receive a written claim or demand on or before (Date) i.e. 6 years from start of project.

Any payment made hereunder shall be free and clear of and without deduction for or on account of taxes, levies, imports, charges, duties, fees, deductions or withholding of any nature imposts.

This Performance Bank Guarantee must be returned to the bank upon its expiry. If the bank does not receive the Performance Bank Guarantee within the abovementioned period, subject to the terms and conditions contained herein, it shall be deemed to be automatically cancelled.

This guarantee shall be governed by and construed in accordance with the Indian Laws and we hereby submit to the exclusive jurisdiction of courts of Justice in Bhopal (M.P) for the purpose of any suit or action or other proceedings arising out of this guarantee or the subject matter hereof brought by you may not be enforced in or by such count.

Dated this day 2019.

Yours faithfully,

For and on behalf of the

Bank,

(Signature)

Designation

(Address of the Bank)

Note:

This guarantee will attract stamp duty as a security bond.

A duly certified copy of the requisite authority conferred on the official/s to execute the guarantee on behalf of the bank should be annexed to this guarantee for verification and retention thereof as documentary evidence

8 Section VIII: Annexures

8.1 Annexure A – Minimum Technical Specification for Hardware Security Module

S. No.	Feature	Specification
1	Operating System Support	Windows 2016 (64 bits) and above, Red Hat Linux (64 bits) Version 7 and above, Solaris, AIX , Oracle Linux etc.
2	Connectivity	Ethernet Network and Fibre Channel (FC) based appliance, Should have Network Connectivity over TCP/IP for cryptographic communication between applications and HSM IPV6 compliant
3	Certificate	FIPS 140-2 Level 3 or above Certified – Password and Multifactor (PED)
4	Key Length	2048 bit to 4096 bit
5	Compatibility	Mandatory - PKCS#11, CAPI, OpenSSL, JCE/JCA, IAIK, PKCS, Microsoft CAPI and CNG Rest API for administration Optional - JCProv
6	Algorithms Supported	1. Support for various cryptographic algorithms: Asymmetric Key with Diffie-Hellman (1024-4096 bit), RSA (512-4096 bit) and (PKCS#1 v1.5, OAEP PKCS#1 v2.0), Digital Signing via RSA (1024- 4096-bit), DSA (512-1024-bit),EC Brainpool Curves (named and user-defined), Suite B Algorithm Support and ARIA support 2. Hash/HMAC algorithm: MD5, SHA 1, SHA 2, SHA 256 3. Symmetric Algorithm : AES, MD5, SHA 1, SHA 2, SHA-256 , DES, TripleDES

7	Administration and Backup	Should support Secure Hardware to Hardware Backup and remote Management and Administration with multiple factor Authentication.
8	Storage	Private Keys should always be in Hardware and never stored in Software in any form. Complete hardware based storage of key material for entire Life cycle
9	Signing speed	2000 or above per second with 2048 bits
10	Authentication	Should have option for Remote and Local multifactor Authentication
11	Partition	Should support 100 partitions or more (with licenses supplied for 100).
12	Miscellaneous	<p>The HSM should support Temporary tamper state to insure security when HSM is being moved from one facility to another</p> <p>Dual hot swappable power supply</p> <p>High Availability (HA), HA Disaster Recovery</p> <p>Backup and Restore</p> <p>SNMP, Syslog</p>

8.2 Annexure B – Minimum content of Technical Solution

S. No.	Items
1	Usage of Tools and Technology
2	Takeover plan (both in terms of Technology and Manpower)
3	Data Processing Flow and Mechanism
4	Key Stakeholder and their Roles & Responsibilities
5	Creation of Different Environments with redundancy at all level (no single point of failure)
6	Tentative Deployment Architecture of proposed solution in totality
7	Data Backup Strategy
8	Version Control Mechanism
9	Instances and Scope of Manual Intervention
10	Data Security and Confidentiality mechanisms
11	Utilization of Existing Infrastructure and Additional Infrastructure
12	Aadhaar Act understanding and how compliance will be met in Proposed Solution
13	Document Control Mechanism & Repository

8.3 Annexure C – Existing SLA (to be maintained in Phase – II)

SLA 1 – AVAILABILITY OF SERVICES

Availability is defined as time for which user is able to access the applications, portal and other components of the solution. The component availability (Uptime) shall be calculated as defined in section 5.1.1

* AMC – Here will be as quoted by Bidder in the Financial Price Bid at Section E.

#	Parameter	Description	Target	Penalty	Measurement Tool/ Method
1	SRDH Business Intelligence dashboard, Analytical Reports	The listed services shall be available and functional for all users	> 99%	No Penalty	Reports from SLA management Tool calculated on periodic basis
			<=99% > 98%	10.0% of quarterly AMC*	
			<= 98%	20.0% of quarterly AMC*	
2	Aadhaar Authentication and Aadhaar electronic Know Your Customer (eKYC) services, and PARICHA	The listed services shall be available and function	> 99.749%	No Penalty	Reports from SLA management Tool calculated on periodic basis
			<=99.749% > 99%	10.0% of quarterly AMC*	

#	Parameter	Description	Target	Penalty	Measurement Tool/ Method
	Portal	al for all users	<=99%	20.0% of quarterly AMC*	

SLA 2 – SCHEDULED ACTIVITIES

The SI is required to perform the scheduled activities like Backup, Patch Management, Resolution of Bugs, etc. on a regular basis. The performance of the SI shall be measured to ascertain the compliance to service levels defined in the Bidding Document.

S. No.	Parameter	Description	Target	Penalty	Measurement Tool / Method
1	Back up	Scheduled Activities such as Back up shall be taken up as per the policy	As per the policy decided during implementation	1.0% of quarterly AMC*	From backup and installation logs Random restoration of backed up data has to be demonstrated , once in a month.

SLA 3 – RESOLUTION OF ISSUES

SI should setup a centralized helpdesk at MPSEDC and maintain throughout the Phase – II in this case. Outage shall be as calculated as a time elapsed between logging the call and closing the call during “Service Window”. The penalty shall be calculated on per call basis. The SI will have to submit weekly call reports (Closed/ Open).

The mutually agreed closed tickets (calls) need to be signed by both parties. In case, the in-charge at Department does not sign the call closed report, the same will be signed by the SI.

The criticality of incident shall be decided by the MPSEDC and shall be based on below mentioned guidelines. Additional guidelines may be issued by MPSEDC at the time of project implementation from time-to-time for defining the criticality of issues.

- **High Criticality Issues:** Normal business processes have failed and multiple users are affected with the system outage. For example, users are unable to log in, authentication service is not functional, e-KYC service is not functional, etc.
- **Medium Criticality:** Concerns needing attention as quickly as possible, but will not cause business processes to fail within one day. A lack of functionality of some of the operations within the application.
- **Low Criticality:** Issues that do not prevent a user from finishing a task, or do not have an impending deadline.

S. No.	Parameter	Description	Target	Penalty	Measurement Tool / Method
1	High Criticality Incident	SI shall resolve the incident	<4hours	No penalty	Reports from Help Desk Tool calculated on periodic basis
			>=4hours <6hours	0.5% of quarterlyAMC *	
			>= 6hours	1.0 % of quarterlyAMC *	
2	Medium Criticality Incident	SI shall resolve the incident	< 1 day	No penalty	Reports from Help Desk Tool calculated on periodic basis
			>=1 days <2 days	0.5% of quarterlyAMC	

S. No.	Parameter	Description	Target	Penalty	Measurement Tool / Method
3	Low Criticality Incident	SI shall resolve the incident		*	Reports from Help Desk Tool calculated on periodic basis
			>= 2 days	1.0 % of quarterlyAMC *	
4	Reopened Incidents	The call which has been closed by the help desk should not be reopened by the MPSEDC / Department officials within 2 days time. Call reopened as percentage of the total call closed	<2 days	No penalty	Reports from Help Desk Tool calculated on periodic basis
			>=2 days <3 Days	0.5% of quarterlyAMC *	
			>= 3 days	1.0 % of quarterlyAMC *	
4	Reopened Incidents	The call which has been closed by the help desk should not be reopened by the MPSEDC / Department officials within 2 days time. Call reopened as percentage of the total call closed	< 10%	No Penalty	Reports from Help Desk Tool calculated on periodic basis
			>= 10% and <20%	0.5% of quarterlyAMC *	
			>= 20%	1.0% of quarterlyAMC *	

SLA 4 – SYSTEM PERFORMANCE

The SI shall make necessary provisions of requisite hardware, software, storage, etc. to deliver the performance as per the service levels.

S. No.	Parameter	Description	Target	Penalty	Measurement Tool / Method
1	Average Time for processing of authentication, e-KYC, ADV, Gateway request within PARICHAJ ecosystem (SI's processing)	Avg. Responsiveness calculated on weekly basis SI has to ensure time synchronization between all devices within PARICHAJ ecosystem, except where technically impossible.	< 1 second	No penalty	Based on server logs
			> 1 second and < 2 seconds	5% of quarterly AMC	Response Time will be calculated by adding T1 + T2, where:
			>= 2 seconds	10% of quarterly AMC	T1 = Difference between Request Sent to ASA/UIDAI and Request Received at PARICHAJ T2 = Difference between Response Sent to sub-AUA and Response Received at PARICHAJ from ASA/UIDAI. Weekly average of Response Time will be done for this.

End of Vol - I