

BID DOCUMENT NO.MIS/NeGP/CSC/08

**REQUEST FOR PROPOSAL
FOR SELECTION OF SERVICE CENTRE AGENCIES
TO SET UP, OPERATE AND MANAGE
TWO HUNDRED TWENTY FIVE (225)
COMMON SERVICES CENTERS IN THE STATE OF
MEGHALAYA**

**VOLUME 1:
PROJECT INFORMATION MEMORANDUM &
INSTRUCTION TO BIDDERS**

Date: _____

ISSUED BY

**MEGHALAYA IT SOCIETY
NIC BUILDING, SECRETARIAT HALL
SHILLONG-793001**

**On Behalf of
INFORMATION TECHNOLOGY DEPARTMENT
GOVERNMENT OF MEGHALAYA**

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Preface

1. This Request for Proposal (RFP) is being released by Meghalaya IT Society, NIC Building, Secretariat Hall, Shillong - 793001, being the State Designated Agency (SDA) under the Department of Information Technology, Government of Meghalaya for implementation of the Common Services Centers (CSCs) Scheme under National e-Governance Plan (NeGP) under the aegis of Government of India, Department of Information Technology (DIT), Ministry of Communications and Information Technology, New Delhi. This Request for Proposal would be to setup two hundred twenty-five (225) CSCs (Common Services Centre) including integrating the existing thirty nine (39) CICs (Community Information Centers) into the CSC Scheme as per the Government of India (GOI) guidelines.

The purpose of this document is:

- a. To provide an overview of the Common Services Centers (CSC) Project as envisioned by the Government of Meghalaya and an introduction to the existing IT enabled projects serving the Rural Citizens
 - b. To list out the various activities and scope of the project including setting up two hundred twenty-five (225) CSC centers including integration of existing thirty nine (39) CICs into the CSC Scheme
 - c. To elicit proposals from competent and eligible Companies /Organizations / Consortia for undertaking this project as Service Centre Agencies (SCA)
2. Through this RFP, Meghalaya IT Society, NIC Building, Secretariat Hall, Shillong - 793001, the State Designated Agency (SDA) invites responses from those organizations interested in participating in the CSC project for setting up new CSC centers and integration of the existing CICs into the CSC Scheme to bid for provision, implementation and support of various IT enabled e-Government and non-Government services in the rural areas as described in this document.

This RFP document comprises of the following volumes, as listed below:

Volume 1: Project Information Memorandum & Instruction to Bidders

Volume 2: Draft Master Service Level Agreement

Volume 3: Supplemental Information

3. Bid responses should be organized in the format as detailed in Volume 1 to qualify for participation in the evaluation process. To facilitate replies, a soft copy (PDF version) of the RFP is provided at www.meghdit.nic.in for the purpose of download and printing by the prospective bidders. Prospective bidders shall have to purchase the tender document. Bid Documents may be purchased by the interested bidder from O/o Meghalaya IT Society, NIC Building, Secretariat Hall, Shillong - 793001, on submission of a written application and upon payment of a non-refundable fee of Rs.5000.00 (Rupees five Thousand only) only in the form of a Demand Draft OR in case of download of bid documents, only those bids shall be accepted for evaluation which are accompanied by non-refundable fees of Rs.5000.00 (Rupees five Thousand only) in favour of 'Secretary, Meghalaya IT Society' in the form of a demand draft payable at Shillong.
4. Volume-2, gives the draft of proposed Master Service Agreement, which is required to be signed by the selected SCA.
5. Volume-3, would give the outputs of independent studies undertaken by various professional firms relating to CSCs in the State of Meghalaya. These are purely supplementary background information, and the bidders are required to make an independent study themselves. The Government disclaims any factual/ or any other errors in these reports (the onus is purely on the individual bidders to verify such information) and the information provided there in is purely intended to help the bidders to prepare a logical bid.
6. The last date for the receipt of proposals responding to the RFP is *17/04/2008*

7. This RFP is not an offer by Meghalaya IT Society, but an invitation for obtaining bidder response. No contractual obligation whatsoever shall arise from the RFP process unless and until a formal contract is signed and executed by duly authorized officers of Meghalaya IT Society or other designated agencies such as District Magistrate/ District Commissioner of the District with the preferred/ successful bidders. The Department of IT, Government of Meghalaya will be a confirming signatory to the formal contractual agreement.

1. OVERVIEW OF THE COMMON SERVICES CENTER (CSC) SCHEME

1.1 The National e-Governance Plan (NeGP)

- a. The Government of India has formulated the National e-Governance Plan (NeGP) with the vision of providing all government services in an integrated manner at the doorstep of the citizen, at an affordable cost. The NeGP initiatives consist of 27 Central, State and Integrated Mission Mode Projects (MMPs) along with 8 other support components for rapid introduction of e-governance in the country. The NeGP envisions a three pillar model for delivery of “web-enabled Anytime, Anywhere access” to information and services in rural India. These are:
 - i Connectivity: State Wide Area Networks (SWANs)/NICNET
 - ii National Data Bank/ State Data Centres (SDCs)
 - iii Common Service Centers (CSCs)
- b. The NeGP is an enormous step towards making the Government accessible to citizens, in ways that can not only save huge costs to the Government but also make it more transparent and efficient in its day-to-day interactions with the common man. To that effect, the role of Common Services Centers, envisaged as the front-end delivery network for Government services assumes great significance.

1.2 The Common Services Centers (CSC) Scheme

- a. Common Services Centers are envisioned as the front-end delivery points for Government, private and social sector services to rural citizens of India. The idea is to develop a platform that can enable Government, private and social sector organizations to integrate their social and commercial goals for the benefit of rural populations in the remotest corners of the country through a combination of IT as well as non-IT services.
- b. The aim of the Scheme is not merely to roll out IT infrastructure but to build a network of 100,000+ rural businesses across India. To that effect, the CSC Scheme has been designed to create a value

proposition for all stakeholders and alignment of their economic interests.

- c. The CSC Scheme is envisaged to be a bottom-up model for delivery of content, services, information and knowledge, that can allow like-minded public and private enterprises - through a collaborative framework - to integrate their goals of profit as well as social objectives, into a sustainable business model for achieving rapid socio-economic change in rural India.
- d. But beyond a delivery channel the CSC can play a role of an effective “change agent” that would provide a structured platform for socially inclusive community participation for collective developmental activities. Such change, it is proposed, would be undertaken through three important components:
 - i A Public Private Partnership (PPP) Framework
 - ii Rural Entrepreneurship and Market Mechanisms
 - iii Government policy and support

1.3 The Structure of the CSC Scheme

The Service Centre Agency (SCA) would be the prime driver of the CSC Scheme and the owner of the CSC business. The CSC structure is envisaged as follows:

- i At the first level would be the Village Level Entrepreneurs (VLEs). The SCA would manage a network of VLEs who in turn would manage the operational business of the CSC at the village level. The VLEs would report to the SCA.
- ii At the second level would be the Service Centre Agency (SCA). The SCA would be responsible for the overall profitability and sustainability of the CSC business.
- iii At the third level would be the agency designated by the State- the State Designated Agency (Meghalaya IT Society, NIC Building, Secretariat Hall, Shillong – 793001)- to facilitate implementation as well as provide policy guidelines from time-to-time, Government to

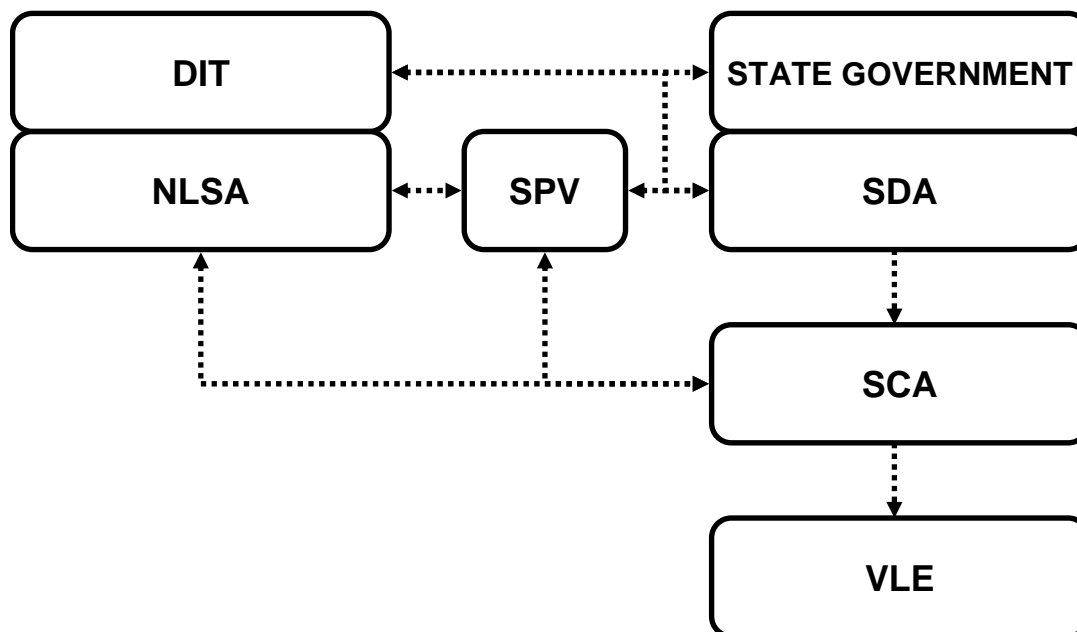
citizen (G2C) services, and disbursement of revenue support to the SCAs.

- iv In addition, the DIT has appointed a National Level Service Agency to support the SDA (Meghalaya IT Society, NIC Building, Secretariat Hall, Shillong – 793001) as well as the SCAs to enable the CSC business in the State
-
- a. The State Designated Agency (SDA): The CSC Scheme would be rolled out in the State through the SDA (Meghalaya IT Society, NIC Building, Secretariat Hall, Shillong – 793001). The SDA would play three major roles as follows:
 - i Facilitator to hand over the existing CICs to the SCA
 - ii Facilitator for policy, regulatory and other relevant changes with the State Government
 - iii Facilitator for enabling e-Government services
 - iv Enabler for infrastructure and other support to the SCA
 - b. Service Centre Agency (SCA): The SCA would be the prime driver of the CSC eco-system. The SCA would be the owner of the CSC network in pre-defined areas of operations in the State. The SCA would undertake activities such as identifying the required applications and services, harnessing the State network, identifying and training the VLE, establishing the CSC (either directly or through the VLE), supplying, aggregating and updating content and services and so on. The SCA would be supported by the NLSA and the respective State Designated Agency (SDA) to implement the CSC Scheme
 - c. Village Level Entrepreneur (VLE): The VLE is the key to the success of the CSC operations. A good VLE would be the one who has good entrepreneurial skills, strong social commitment as well as respect within the community. The VLE would manage the CSC business at the ground level. Selection and proper training of the VLE would play a vital role in effective implementation of the CSCs

- d. National Level Service Agency (NLSA): A project of this scale poses significant challenges of project management at the national level. Significant economies of scale can be achieved in the identification, customization and implementation of the physical and digital infrastructure required for the project. Further, many of the potential citizen-centric services would lend themselves to aggregation at the national level. To enable the State-specific implementation plans to benefit from such economies of scale, aggregation of best practices, content providers, etc., Infrastructure Leasing & Financial Services Limited (IL&FS) has been appointed as the National Level Service Agency (NLSA) by the DIT, GOI for facilitating the rollout process on a Public Private Partnership format.
- e. Special Purpose Vehicle (SPV): In addition, an SPV has been proposed to undertake the monitoring of the CSCs on behalf of the Government. The SPV would undertake the following key roles and responsibilities:
 - i Lay down operating and financial guidelines within the CSC system
 - ii Providing a framework for collaborative decision making process
 - iii Catalyzing and maintaining content aggregation on an on-going basis
 - iv Build a common “Identity”, logo, etc.

The CSC Implementation structure is outlined in Exhibit 1:

Exhibit 1: The Implementation Structure



1.4 Connectivity

2. As part of the national e-governance plan (NeGP) of the Government of India (GOI), a State Wide area Network (SWAN) is in the process of being established to provide reliable broadband connectivity across the state up to the block level.
3. Meghalaya State Wide Area Network (MSWAN) Project envisages providing high speed internet connectivity from the Headquarters at Shillong to all Government offices till the Block level.
4. If the Broadband Connectivity is not available, the SCA may have an interim arrangement of RF/WiFi/GPRS or dial-up connectivity for the purpose of enabling transfer of voice and data.

1.5 Determining the CSC locations

- a. The aim of the CSC scheme is to establish 100,000 rural kiosks across the country with an equitable distribution, 1 CSC for every 6 census villages. However Considering the demographic/geographic profile of

the State, SDA has identified two hundred twenty five (225) as the total number of CSCs that would be established across the State. As the existing thirty-nine (39) are decided to be integrated into the CSC scheme, additional one-hundred-ninety-three (186) number CSCs are to be set up.

- b. In case the SCA decides to establish more CSCs than defined by the above clause 1.5 (a) and given in Annexure A, those additional CSCs would not be entitled for any revenue support, until unless approved by the State Government and the Government of India
- c. The State may at its discretion ask the SCA to increase the number of CSCs in its zone on mutually acceptable terms and conditions

1.6 Existing Kiosks: Community Information Centers (CICs)

- a. The State of Meghalaya has already initiated the process of ICT-enabled centers in rural areas with the objective of delivery of Government and other value added services to the common citizens. Community Information Centre (CIC) Project under NIC, Government of India (GOI) has presence in the State. The State Government has decided to integrate these CICs with the CSC Scheme. The location and names of the CICs are at Annexure A. A brief description of these centers is highlighted below.

Community Information Centre (CIC)

- In April 2000, the Ministry of Communications and Information Technology with NIC introduced an important project that would touch the lives of 39.04 million Indians in the eight North Eastern States of India. Community Information Centres were set up at 487 blocks across the North Eastern States of India. This network infrastructure was aimed at providing the local masses with easy access to the internet and Government services
- A network using VSAT, phones and faxes made this a reality with continuous back-end support from National Informatics Center and State Government

- In Meghalaya - CICs have been set up in last four (4) years of its operation to provide the rural masses with easy access to internet and computer training, and other multifarious activities

b. Exhibit 2: Data of Existing Centers: Community Information Centers

<i>Sl.</i>	<i>Particulars</i>	<i>Description</i>
1	Year of Commissioning	August, 2002
2	Project funded by	Ministry of Information Technology, GOI
3	Project Tenure	5 years
4	Management & Administration support	NIC & Government of Meghalaya
5.	Total nos. of district where CICs have been established	7
6.	Nos. of blocks where CICs have been established	39
7.	Nos. of CIC	39
8.	Location of CIC	Block office-32 (7 are yet to set up)
9.	Present nos. of CIC operators	52
10.	Nos. of Trained CIC Operators	37
11.	Infrastructure provided to CICs by Government (Physical/IT)	<p>Furniture –</p> <p>1. Computer Table-VDU with sliding tray for Key-Board, Bottom shelf for CPU & UPS with mica top.(Size-4 ft x 2 ft)= 6 nos</p> <p>2.Office table(Steel) with mica top and drawars (Size-4 ft x 2 ft)= 2 nos</p> <p>3. Revolving chair with arms=8 nos</p> <p>4. Steel Almirah (Office type) (Size 1980 mm x 915 mm x 485 mm)= 1 no</p> <p>5.Steel side rack with 3 shelves on slotted angles (Size 750 mm x 915 mm x 375 mm)= 1 no</p> <p>IT EQUIPMENTS</p> <p>1. Server :1 No</p> <p>2. Client Computer :5 Nos</p> <p>3. Router :1 No</p> <p>4. VSAT :1 No</p> <p>5. Laser Printer :1 No</p> <p>6. Dot Matrix Printer :1 No</p> <p>7. 2 KVA UPS :1 No</p> <p>8. 1 KVA UPS :1 No</p> <p>9. 1.5 Ton A/C :1 No</p> <p>10. TV Set :1 No</p> <p>11.Web Camera :1 No</p> <p>12. Gen. Set 2000 W :1 No</p> <p>13. Fire Extinguishers :2 Nos</p>

Annexure-A

c. Location of the CICs.

East Garo Hills

P.O. Dambo-Rongjeng, Pin-794110
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Meghalaya
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Meghalaya
Mail Id: meg-resubelpara@cic.nic.in

P.O. Rongsak, Pin-794111
Samanda
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Meghalaya
Mail Id: meg-samanda@cic.nic.in

P.O. Songsak, Pin-794111
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Meghalaya
Mail Id: meg-songsak@cic.nic.in

East Khasi Hills

P.O. Smit, Pin-793015
Mawkynrew
East Khasi Hills
Meghalaya
Mail Id: meg-mawkynrew@cic.nic.in

P.O. Mawphlang, Pin-793121
Mawphlang
East Khasi Hills
Meghalaya
Mail Id: meg-mawphlang@cic.nic.in

P.O. Mawryngkneng, Pin-793021
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Ri Bhoi District

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South Garo Hills

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South Garo Hills
Meghalaya
Mail Id: meg-baghumara@cic.nic.in

P.O. Chokpot, Pin-794005
Chokpot
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West Khasi Hills

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Ranikor
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d. Services currently offered through CICs

These are the services provided by the CICs:

- Web access and Internet services such as e-mail
- Market access and e-commerce
- Access to socio-economic databases
- e-Learning (Computer Aided Learning Processes) and e-education
- e-Governance applications, government to citizen services
- Weather information
- IT awareness among local people
- Computer training programmes
- Tender notification
- E-employment notification

Basic services provided by CICs include Internet access and e-mail, document printing, data entry and word processing and training for the local populace. In addition, several citizen-centric or Government to Citizen (G2C) services are provided. Similarly, agriculture prices and other agricultural market information are also provided to farmers, which enable them to buy and sell good without being exploited by the middlemen in the mandis and bazaars. The CICs also provide useful information on educational and employment opportunities. Several application forms for old age pensions, employment cards, driving licenses, ration cards, etc.; can also be downloaded from the centres.

1.7 Integration of CIC into CSC

Considering the potential of the CICs to become self-sustainable, Government of Meghalaya has decided to integrate the existing thirty-nine (39) CICs with the CSC scheme as per GOI Guidelines. However, as per DIT's guidelines, under CSC scheme, no capital investment is to be provided by the Government to the kiosk owners or the Service Centre Agencies who would be the business owner. However, as CICs are already running with basic infrastructure in

place, it would be all the easier for VLE to run the centre with additional benefits to be provided through CSC scheme.

The terms and conditions on which CICs will be made available to the SCA are:

- i. Existing *two (2) CIC Operators* of each CIC will be hired in the service of SCA (VLE or VLE Operator), on terms and conditions not inferior to the current ones and on mutually agreed conditions.
- ii. The physical and IT assets other than the building provided by the Government of India to the CIC centers would be handed over to the SCA as is where basis at free of cost
- iii. Space of Government building where CICs are being located will be given to the SCA on nominal lease basis on mutually agreed terms and conditions. Efforts are to be made to move the CIC functioning in the SDO / BDO offices and schools to a suitable outside premise in consultation with the school authorities/State Government
- iv. The SCA would have the discretion to shift the existing location of the CIC to any other rural area to make it economically viable only after the prior approval of the SDA (Meghalaya IT Society, NIC Building, Secretariat Hall, Shillong – 793001) or any other authority so designated /nominated by the State Government/SDA. In case the SCA decides to relocate the CIC/CSC all expenses on this account shall be borne by the SCA. Wherever the CSCs continue to be located within the existing Block premises, SCA would pay a nominal rent as determined by the SDA for the same.
- v. The SCA shall relocate (wherever required) and put into operation the existing CICs within six (6) months from the date of signing the MSA. Any delay in making the unit operational will attract penalty charges at a rate of Rs.500/- per CIC per day. If a delay is attributable to the SCA in taking over the CIC and if the delay is more than three months, then the State can take over the CIC and cost of such take over shall be borne by the SCA.

- vi. The SCA will bear the necessary recurring expenditure for connectivity (bandwidth charges of VSAT, if any, if the same is to be used for Connectivity) and other utility charges (like electricity, diesel for genset, phone bill etc.) with effect from handing over of CICs to SCA by State Government.
- vii. The SCA will have the discretion of using CIC's present infrastructure for connectivity or using SWAN as and when required.

1.8 Nature of Government Support

- a. No Capital Subsidy is envisaged under the CSC Scheme
- b. However, the track record of rural projects, underscores the need and essentiality for financial support to achieve sustainability around e-Government services. The challenge here is to develop a framework for ascertaining the 'optimum level' of Government support - such that the SCA/VLE is neither discouraged nor 'over-incentivised', both leading to under-performance whilst ensuring an equitable spread. It is therefore proposed to cover the revenue gaps and associated risks, which arise in rural markets.
- c. To ensure sustainability, it is proposed that the SCAs would be provided support in the form of a "Minimum Revenue Assistance / Guarantee against Governmental services". The amount of support would be arrived at through a price discovery mechanism through this RFP for the final selection of SCAs.

1.9 CSC Service Profile

- a. The CSCs would offer a multitude of services ranging in the areas of e-Government, education, health, agriculture, commercial, retail, etc. It is to be noted that delivery of Government services would be mandatory for the CSCs. To that effect, possible service areas are listed below:
- b. Key Government Services
 - i Land records
 - ii Vehicle Registration

- iii Issue of certificates/ Government schemes
 - iv Employment exchange
 - v Ration cards
 - vi Electoral services
 - vii Pension schemes
 - viii Road transport
 - ix Public grievance
 - x Utility/Telephone Bills (Government undertakings)
- c. Business to Consumer (B2C) services
- i Commercial Services
 - Digital Photos
 - Web surfing
 - Photocopy
 - DTP
 - Email/Chats
 - CD Burning
 - Typing
 - Printing
 - Games
 - Forms downloads/Estimates
 - Utility / Telephone bills (Private enterprises)
 - ii e-Commerce/online services
 - Railway Tickets
 - Astrology
 - Matrimonial
 - Shopping
 - Resumes
 - iii Education Services
 - IT Education
 - English Skills Training
 - Tuitions

- iv Entertainment
 - DTH - Community TV
- v Telemedicine
 - Primary Healthcare
- vi Agriculture Services
 - Agri-inputs
 - Agri-loans
 - Agri-consulting and training
- d. Business-to-Business services (B2B)
 - i Advertising & Promotion Services
 - Space marketing of CSC
 - Promotions
 - ii Data Collection Services
 - Research Data collection
 - Data Entry
 - iii Distribution Services
 - FMCG Products
 - iv Financial Services
 - Loans/Deposits
 - Referrals
 - Insurance, etc.

2. STAKEHOLDER ROLES AND RESPONSIBILITIES*

2.1 The Service Centre Agency

The responsibilities of the SCA would include the following:

1. The SCA will be required to setup one-hundred-eighty-six (186) new CSCs and convert the existing thirty nine (39) CICs into CSCs as per the terms and conditions laid down in Para 1.7 of Vol 1 of this RFP.
2. The SCA will be required to get into suitable agreements with the VLEs clearly delineating their respective roles, responsibilities and service-level liabilities indemnifying State Government from any responsibilities whatsoever in present and for future, including any claim on temporary/contractual/permanent employment with State Government/or any other State Agency. Once the SCA has entered into an agreement with the VLEs, the SCA would be responsible for maintaining documents and database of information related to the VLEs.
3. Training VLEs: It will be the responsibility of the SCA to train the VLE on various aspects of the CSC business, particularly the delivery of G2C services.
4. Creating awareness: The SCA will sensitize the villagers about the benefits from the CSC and will promote the use of CSCs in the rural areas through the state-level and local promotion campaigns.
5. Coordinating with the SPV: The SCA would work closely with the SPV, once it is formed at the national level in the areas of content aggregation, PR, Government services, monitoring processes etc.
6. Government Services: The SCA would manage relationships with the SDA for provision of G2C Services through the CSCs. The SCA will be required to interface with the State Government as well as the SDA and collaboratively work on improvement of services offered and introduction of new services from time to time
7. Back-end support: The SCA will ensure adequate back-end support to the VLE.

8. **Content and Service Management:** The SCA should develop a local content and services ecosystem by identifying the required applications and services, harnessing the network, supplying, aggregating and updating the content (this would include entering into appropriate commercial agreements with local third party content/ service providers). At the back-end, the SCA will integrate the G2C and B2C content services and also integrate with the appropriate payment gateways.
9. **Monitoring:** The SCA shall monitor the VLE at all times and provide adequate support for their smooth functioning.
10. **Manage Service Delivery:** The SCAs will integrate suppliers, partners, the State Government and the CSCs and customers into a Web-enabled value chain. The key challenges for the SCA would be to manage secured, safe and trusted service delivery channel on one hand and integrate pieces of the service delivery chain on the other. SCA would host applications in a centralized data centre and deliver applications via the Internet. The SCA will maintain the security and integrity of the data, business processes and transactions at all times and protect all the assets of the project, intellectual and physical. The SCA will assume complete responsibility for the managerial, technical, financial, HR, logistics and other resources and ensure its viability, visibility and high quality of performance of the CSCs.

2.2 The Village Level Entrepreneur:

The roles & responsibilities of VLE would include the following:

- a. **Effective Service Delivery:** The VLE, through his CSC, should act as a service delivery point where he delivers services through which the population of the catchment area benefits.
- b. **Sales and Promotion:** The VLE should be actively involved in sales process of the given products and services and devise innovative methods for attracting more and more customers to the CSC.

- c. Feedback: The VLE should provide feedback at a regular interval to the SCA on enhancing services and to improve processes for better delivery.
- d. The VLE will endeavor without any prejudice to provide all services to the rural citizens.

2.3 The NLSA

The role of the National Level Service Agency has been formulated with a view to providing program management support to the DIT, SDA and SCA, to roll out the CSC Scheme. The roles and responsibilities of the NLSA have been outlined below:

- a. Enabling State Rollout: The NLSA would work with State Government/ SDA to enable the various stages of the State Rollout like preparing Bidding documentation, RFPs, managing the selection process for SCAs, Vendors, identifying G2C services, locations, etc.
- b. SCA Support: The NLSA will assist the SCAs in structuring and developing business plans which would form the basis of financing the project and its implementation.
- c. Mobilize resources: Based on the SCA business plans, the NLSA would help raise resources from lenders in the form of project finance, asset finance, stakeholder equity, term loans, suppliers' credit, etc.
- d. Building Skills and Expertise in the CSC System: A project befitting a National Mission would need enormous amount of capacity building in the areas of human, technological, organizational, institutional and other resource capabilities.

2.4 The State Designated Agency

The responsibilities of the State Designated Agency (Meghalaya IT Society, NIC Building, Secretariat Hall, Shillong) will be as follows:

- a. Appointment of a Nodal Officer: The SDA (Meghalaya IT Society, NIC Building, Secretariat Hall, Shillong – 793001) would appoint a Nodal Officer and a core implementation team to represent the State and provide all state level support for smooth implementation of the CSC scheme.
- b. Facilitate e-readiness of the State: SDA would co-ordinate with the State Departments and appropriate officials to develop an implementation plan for delivery of e-Government services. The SDA would also coordinate and facilitate interactions with various internal departments
- c. Provide policy and regulatory support: The SDA would facilitate any policy of regulatory support that the SCA or any other stakeholder may need to successfully implement the Scheme in the State
- d. Existing projects: One of the critical roles of the SDA would be to facilitate the integration of existing CIC Project and other Government schemes into the CSC Scheme.
- e. Select Service Centre Agencies (SCA): The SDA would undertake appropriate bidding and selection processes within the framework of the State rules and regulations to induct SCAs into the CSC Scheme
- f. Facilitate training and capacity building: The SDA in association with DIT and NLSA would undertake appropriate training and capacity building programs to gear up the State Departments to facilitate e-Government services through the CSCs.
- g. Facilitate awareness campaigns: The SDA would undertake the necessary steps to promote and publicize the CSCs amongst all stakeholders as well as the rural customers.
- h. Facilitate the SWAN interface: The SDA would coordinate the SWAN implementation process with appropriate departments to ensure connectivity for the CSC Scheme.

- i. Monitor and disburse revenue support: The SDA in association with the SPV would monitor the SCA business to calculate the precise revenue support for disbursement on a periodic basis.

2.5 The State Government

The major roles envisaged for the State Government are as follows:

- a. Setting up of a High Level Committee for overseeing the implementation of the CSC Scheme including the selection of SCAs
- b. Driver for policy, regulatory and other relevant changes
- c. Providing Financial Support
- d. Service provider for e-Government services
- e. Physical and digital Infrastructure and other support to the State Designated Agency (Meghalaya IT Society, NIC Building, Secretariat Hall, Shillong – 793001)/SCA
- f. Take an appropriate decision on the mode and degree of integration with the CSC Scheme of the existing CICs and other physical, digital and institutional infrastructure of various Government Agencies/ Departments in the State, such as Schools, Public Health Centers (PHC), etc and Post Offices (in consultation with the GOI).
- g. Decide on the extent and modalities of integration with the CSC Scheme of existing Government schemes particularly development programmes in areas like Education, Health, Agriculture, Employment, etc.

3. STATE SPECIFIC INFORMATION

3.1 Profile of the State

- a. Meghalaya the “abode of the clouds”, created in 1972 is a land of opportunity with abundant mineral resources. Due to the abundance of minerals like lime stone, coal etc. mega industries in the Cement, Steel, sector have been growing up in the State. Owing to the good power situation and lower tariff in Meghalaya, power intensive industries are attracted to invest in the State. Byrnihat has emerged as the industrial hub of the State and few newer destinations like Cherrapunji etc. too are emerging. The State Government is making all round efforts to attract investment for the State and as a result under North East Industrial Policy (NEIP) (1997-2007), it emerges as the most favorable destination amongst the NE States for investment.
- b. Meghalaya is known in the world for its scenic beauty and rich bio-diversity. It is dotted with a number of divine tourist spots, where Nature unveils herself in all her glory. Shillong, the capital city has a number of beautiful sites like, Ward's lake, Lady Hydari park, Polo ground, Mini zoo, Elephant falls and Shillong peak, overlooking the city and the golf course, one of the best in the country. Each year lot of international and domestic tourists visit the State.
- c. Agriculture is the main occupation of Meghalaya, with eighty three percent of the total population, dependent on it for their livelihood. Rice and maize are the major food crops. Important fruits grown here are orange, pineapple, lemon, guava, jackfruit and bananas, while potato, jute, mesta, cotton, arecanut, ginger, turmeric, betel leaf and black pepper are the chief commercial crops. 'Jhum' or the shifting system of cultivation is being replaced with scientific methods. Forest resources from Pine and other timber products bring good chunk of revenue to the State.
- d. Meghalaya is one of the States where the majority of the population is non-vegetarian. Therefore development of livestock in general and

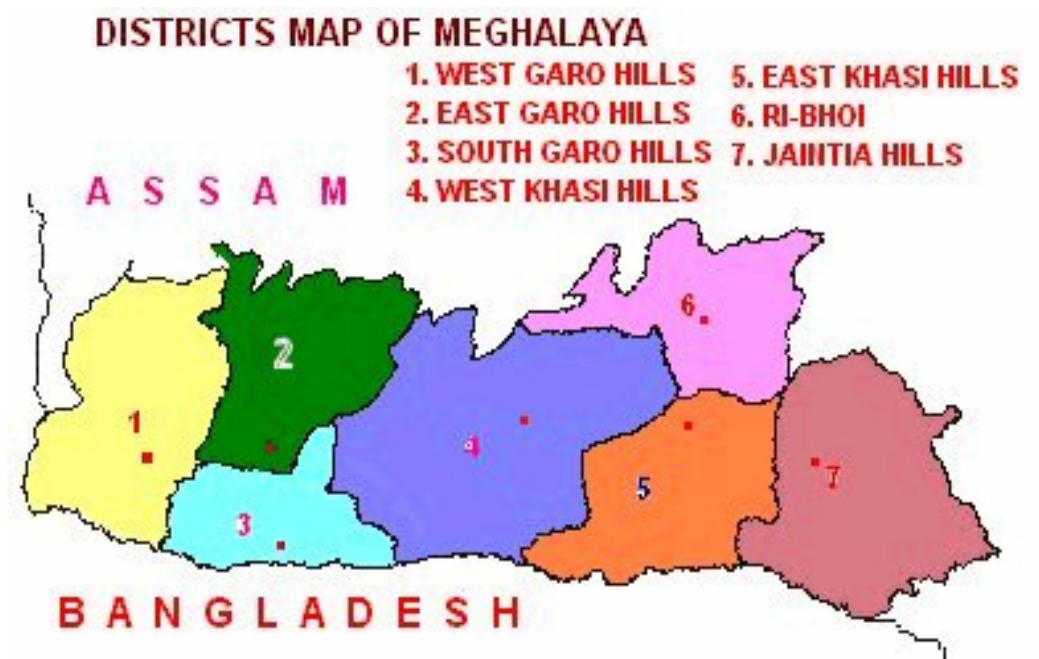
poultry in particular is essential for up-liftman of poor and development of economy of the State.

Sericulture and Weaving has been considered as one of the most important rural base industry and tribes from different area of the State produces unique and colorful attire for their own requirement. Modern Technology and marketing can boost this sector as major revenue earner.

- e. The Capital of the State is Shillong is well connected by road from Guwahati. The State does not have railways and full fledged air port due to hilly terrain, however proximity to Guwahati takes care of such inadequacy in infrastructure. The cosmopolitan nature of the city is ideal for visitors and have head quarters of many regional institutes/organizations NEEPCO, NEC, ROC, Power Grid etc.It is also the educational hub of State and students from all the NE states comes here to pursue their study.
- f. The literacy rate in Meghalaya is marginally lower than the national literacy rate. According to 2001 census, the literacy rate in the State stands at 63.31%. The percentage growth in the literate female from 44.85 % in 1991 to 60.41% in 2001 and literate rural population from 41.05% to 57% in 2001 respectively is remarkable.

g. District Map of Meghalaya

Exhibit 3: Map



h. Demographic Information

i. GEOGRAPHICAL SITUATION

- Latitude 20° 1' N to 26° 5' N
- Longitude 85°49' E to 92° 52' E
- Geographical Area = 22,429 sq. km
- Forest Area = 8510 sq. km

RAINFALL (1999-2000)

- Rainfall In Mms. 12000
- No. Of Rainy Days 250-300 days

ii. ADMINISTRATIVE SET-UP (2001)

- Revenue Divisions No. = Nil
- Revenue Districts No. = 7
- Tehsils No. = 7
- Development Block No. = 39
- Town No. = 9

- Total Villages No. = 6026 (Census 2001)
- Inhabited Villages No. = 5809
- Village No.=268 (Other than inhabited villages)
- Electrified villages No. = 2580
- Municipal Corporation No. = 1
- Municipalities No. = 1
- Census Town No. = 10

iii POPULATION (2001 P)

- Total In Thousand = 2306
- Rural In Thousand = 1853
- Urban In Thousand = 452
- Literate Population 2001 (D)
- Total In Thousand = 1467 (63.31%)
- Rural Total In Thousand =1056 (57%)
- Urban Total In Thousand = 394(87.19%)

iv POPULATION CHARACTERISTICS (2001)

- Decennial Growth Rate Per cent (+) 30.65
- Density Per Sq. Kms. 103
- Sex ratio Females per `000 males = 972

Note: Meghalaya being a Sixth Schedule Staet the Lowest Administrative Division ends at Block level.

3.2 The Scope of the Project:

The State of Meghalaya has seven (7) Districts, each district has blocks under them depending upon the geographical coverage and population. Currently there are total 39 blocks in the State. The blocks are further divided into Villages; there are 6026 Villages in the State (Census 2001). The State of Meghalaya has grouped these seven (7) districts into one (1) Zone. The bidding for the CSC Scheme will be for one Zone.

The detailed breakup of the district-wise CSCs to be set up is given below:

Name of the bid unit (Zone)	Districts	No of CSCs in each District
Meghalaya	1.East Khasi Hills	70
	2.West Khasi Hills	25
	3.Ri-Bhoi	25
	4. West Garo hills	40
	5.South Garo Hills	10
	6.East Garo Hills	25
	7.Jaintia Hills	30
Total CSC		225

3.3 State e-Readiness and details of existing projects/initiatives

The following ICT application and services has been implanted in various State Government Departments by NIC.

Budget Information System

The Computerization of the Budget Department has been implemented in the Finance (Budget) department for the last few years. All the documents related to preparation of the Budget documents have been computerized and it also includes the Supplementary Demand. The system has been designed and developed and is being run under window environment using VB-6.0 as Front-end tool and MS-SQL Server 7.0 as back-end database. Seagate Crystal Report 7.0 is used for printing the different reports. Also a web-enabled application has been developed to view the budget online up to the detail head on the intranet site of the State Government.

Treasury Computerization

Back-End Compilation of Accounts

The back-end computerization of activities at all District Treasuries and the Sub-Treasury Offices has been implemented for several years. The account Section of these treasuries has been computerized where all reports related to closing of accounts and cash book are prepared, documented and computerized print out are filed and sent to AG's Office. The Treasury Compilation software is developed to run under windows environment using VB 6.0 as a front end tool and MS-Access/MS SQL Server as the back end database. Seagate Crystal Report is used a reporting agent.

Online Treasury Computerization (Treasury NET)

The online Computerization of the Treasury is under implementation in pilot sites at Shillong South and Shillong District Treasury. The online Treasury application captures the data (Bills, Cheques and pension) at the counter level and the information flows electronically to other tables of the dealing assistants and accountant and finally get cleared by the Treasury

Officers for payment. In the Online system, the bills are not sent to the banks but the treasury issues a treasury cheque against the bill that is presented for payment and the DDO or the party can withdraw the money in their own convenient time.

Transports Computerization

Computerization of the Registration of Vehicle of Transport Department was taken up and DTO, Shillong was selected as a pilot site. The various modules of this application software are Vehicle Registration, Vehicle Fitness Report, Fee & Tax, Commercial Vehicle Permit and Challan. The project is being horizontally deployed and now it is being implemented in other District Transport Offices Jowai, Tura, Nongstoin, Williamnagar and STA Office, Shillong. SARATHI the software application which is used to automate the issuance of the Driving License in the District Transport Office is under implementation at DTO Shillong.

State Library Computerization (Implementation of e-Granthalaya)

E-Granthalaya is library automation software developed by NIC Library and Information Systems Division and is being implemented at the State Central Library, Shillong and other District libraries. The software has been designed keeping in view the requirements of special and government libraries. The software contains various modules like Administration, Acquisition of Books, Cataloguing of Books, Circulation, Serials Control, Articles Indexing, Budgets Controls, and OPAC etc.

Web Portal for Agricultural Marketing

The Meghalaya State Agriculture Marketing Portal, a web-based Online Market Information System was launched in the 2003. The Web Portal is designed with an objective to provide prompt and reliable market information by linking 110 markets located throughout the state through internet. Authorized personnel are feeding the data about price and quantity of arrival of different agricultural and horticultural commodities in different markets from

the CICs and thus providing timely information to the farmers, businessmen and consumers. This portal helps in strengthening the bargaining power and improves the decision making capability of the farmers to market their produce. On the other hand, businessmen and consumers can benefit well from their sales and purchases. The Agriculture department is entrusted for data collections from the local market and updates the market information through the CICs.

Computerization of Taxation Department.

Value Added Tax (VAT) was introduced in Meghalaya with effect from May 2005. The NIC, Meghalaya has been entrusted with the task to take up the Computerization of various activities under the VAT regime for the Taxation Department. The modules and activities that has been taken and implemented are Registration of VAT and CST Dealers, Processing of challan, Processing of Returns and Waybill. Computer Centre has been set up in all Taxation Circle Office and they are connected by high speed VSAT for daily transmission of data. Three important Check Gates i.e. Umkiang Check Gate, Byrnihat Check Gate and Dainadubi Check Gate are connected. Computer training has been given to all Taxation employees how to use the computer and how to familiarize with the systems. MEGVAT, the application software designed and developed to cater the need and requirement of the Taxation department is a web based application where the central server is located at the NIC State Centre, Shillong and users are accessing the system from remote location using the web-browsers for online data transaction. Oracle 10g database is used in the design and implementation.

Computerization of PHE Department

The list of activities includes the following:-

- LAN has been setup at the Office of the Chief Engineer along with internet connectivity using RF links.

- The quarterly reports of the Completed and On-going schemes from the Division are converted into internet readable format (Acrobat reader formats) and hosted in the web portal of the State Government as well as in the website of the Department.
- All NITs for PHE Department are uploaded in the NIC website and can be seen at www.tenders.gov.in
- The departmental website was designed and developed and launched for the used by the department and the general public.
- The development of the Web based MIS Software application for the department is in progress and some modules are in testing stages.
- Training has been imparted to the officers and staff of the Chief Engineer's Office on computer familiarization program.

Computerization of Directorate of Health Services

The following sections of the Directorate of Health Services (MI) were taken up for Computerization:-

- a. Establishment Section
- b. Drug Section
- c. Hospitals and Dispensary Section
- d. License & Registration of Drugs Section and
- e. General Section.

Computerization of City Civil Court Project:

The NIC Meghalaya State centre is providing necessary IT support and services to the District court in the implementation of the City Civil Court Computerization project. A full fledged computer centre has been set up in the premises of the District Court and all court rooms are provided with a computer to record the courtroom proceedings. LAN has been installed and commissioned in the office of the District & Session Judge. Areas for customization of the software application which will be implemented in the Court of the District Judge have been identified and customization of the software to meet the local requirement has been completed. Computer

Training has been imparted to the officials and staff of the District Court. The software is now implemented in the Court Room of the District Judge, Additional District Judge and other Court rooms. The departmental website for the office of the District Judge is almost completed and ready for launching. The cause list and Judgments will be subsequently posted on the internet for the benefit of the general public. The District Court is to be configured on the Internet map of the state using high speed RF connection.

Computerization of SAD (Secretariat Administration Department)

Expenditure Monitoring System:

The application monitors the monthly expenditure under various heads of accounts operated by Secretariat Administration Department from the Budget allocation and the expenditure incurred under those heads of Accounts.

Payroll & Pay-bill Processing:

The Pay bill processing software enables the department to process the monthly pay bill and to generate the documents in connection with the preparation of Pay bills like the bill abstract, pay slips and the various schedules (e.g. GPF Schedules, House Building, Car Advance, Festival Advance, Children Education Advance, Professional Tax etc.) for each of its employees. The reports generated are as per Performa specified by the Treasury Office.

Employees General Information System:

This application s/w is used to store the information pertaining to the details of the Gr.-III Employees under the control of SAD Department. Details like Service Book, Deployment List of Typist, LD Assistants, Asst Superintendent etc. in the Secretariat complex is entered and captured in the computer databases. GFP information and any query related to a particular employee can be retrieved. The data also can be used in other areas like Confidential Report/ Personal Information etc.

L-Form Processing:

The application helps the staff in preparing the 'L-Form' (Statement showing the details of staff for Provision of Pay etc., of Establishment including the estimate under the various Heads of Account) for inclusion in the current year of the Budget Estimates.

Computerization of the Election Department

The Website of the Office of the Chief Electoral Officer, Government of Meghalaya (<http://ceomeghalaya.nic.in>) was designed and developed by NIC, Meghalaya and hosted at the Web Server located at NIC, Hqrs, New Delhi as per ECI direction. This website provides an online facility for the Citizen to search their details in the Meghalaya Electoral Roll. The public can search their details by entering either their name, EPIC No., House No., etc. They can also download the complete Electoral roll of a particular assembly constituency or a part of the assembly constituency.

Meghalaya Board of Secondary Education Results

The Meghalaya Board results are being published on the internet for the benefit of the students/citizens residing in the rural areas of the State. The site is available under the URL <http://megresults.nic.in>. The website has been used to publish the results of the following examinations of the Meghalaya Board of School Education, Tura. The results included the Abstract, List of the top ten candidates, List of all the candidates securing highest marks in each of the subjects and the division wise detailed results.

Shillong Municipal Board.

NIC has taken up the Computerization of the Shillong Municipal Board. The Revenue (Tax) Collection Information System, Licenses Information System, Registration of Birth and Death etc are the modules which are under implementation at present. A computer cell has been created and setup in the Municipal Office. A dedicated connectivity with NIC State Centre using Radio-Frequency (RF) connection is being installed at the Shillong Municipal Board for internet and e-mail access.

Computerization of the Meghalaya Public Service Commission

NIC Meghalaya has extended IT support and services to the Meghalaya Public Service Commission. A software application has been developed and implemented for pre-examination activities like entering the details of the candidates and short-listing of the eligible candidates for recruitments into the State Government done through the Commission. Also, the post-examination activities like marking and gradation of the candidates, generating the list of successful candidates etc has been computerize. A website for Commission has been designed and ready for launching.

Community Information Centers (CICs)

Like their counterparts in the rest of the Northeast, CICs of Meghalaya also provide basic services like Internet browsing, email access, training, desktop publishing, data entry etc. Other services offered by the CICs are:

- Publishing Election results
- Publishing Examination results
- Downloading standard forms
- Agri-Marketing portal

Other projects which are in the process of implementation:

Energy Billing (MeSEB)

The Revenue Management System is a workflow based solution for Meghalaya Electricity Boards. It deals consumers and financial data with energy auditing. It will provide benefits to the consumers viz. timely distribution of error free energy bills, pre-printed meter reading of previous month in the reading sheet, reduction of waiting time in queue at the bill collection counters & Touch - Screen KIOSK Interface. MeSEB will also get benefits viz. better control on achievement against target, Single Point Monitoring Revenue collection mainly for habituated defaulters, Current billing information at the collection counter, Daily Cash Register preparation just after the collection - just 15 minutes to

reconcile the collection and close the counter & Complete Revenue monitoring MIS.

Computerization of the Consumer Forum (CONFONET)

The project is being implemented at in 7 District Forums and 1 State Commission in Meghalaya. Case Monitoring system is an intranet based application to record the proceedings of cases registered by complainants or appellants in consumer courts and provides an easy retrieval of information. Thus the job of monitoring the status of multiple cases as well as maintaining their statistics is highly simplified.

AGRISNET Project

The Scope of AGRISNET includes the establishment of state-of-the-art ICT infra structural requirements, development of databases, knowledge systems and DSS, providing ICT-enabled services, effective implementation of e-Governance in the agricultural sector by establishing agriculture online, strengthening and promoting use of ICT & its applications and ICT empowerment in general for the benefit of farmers. The services proposed under the AGRISNET Project are categorized under:

- Information Services
- Portal Services
- Intranet Portal for Department of Agriculture
- G2G Services

The service will be primarily delivered through the Districts, Sub-Divisions and Block Agrisnet nodes. The CIC's located at each of the 39 CD Blocks can also serve as services delivery centers. Besides, the same will be delivered through the Common Services Centre (CSC) of the State IT department which will be set up in the immediate future.

4. OVERVIEW OF THE SUGGESTED IT-ARCHITECTURE

4.1 Connectivity

- a. As part of the National e-Governance Plan (NeGP) of the Government of India (GoI), a State Wide Area Network (SWAN) is being established to provide reliable broadband connectivity across the State up to the block level. The SWAN would be a hybrid network using leased line, VSAT and RF technology. The last mile connectivity from the block to the village level is proposed to be through wireless broadband connectivity for which the SCA would have to invest for the mast, radio transceiver and other customer premise equipment (CPE) at each of the CSC location. It is the intent of the State Government to have SWAN in place before or simultaneously with the roll out of the CSCs. If the SCA is required or opt to use the SWAN network for G2C services, GoM [*Government of Meghalaya*] would not levy any SWAN network user charges for such G2C services to the SCA for the first 4 years and will provide for recurring bandwidth costs.
- b. Connectivity requirements of the SCA may be divided in two parts: i) connectivity between the CSC and the Data Centre where the G2C e-Government services are to be delivered from; ii) connectivity for the other private services (B2C) to be delivered through CSCs. Over and above, SCA needs to work out the connectivity required to centrally manage the CSCs under its establishment. SCA may have various options to meet the above connectivity requirements.
- c. SWAN for e-Gov Services: As a State Wide Area Network (SWAN) is being established in each State to provide reliable and secured connectivity across the State, upto the Block level. SWAN would have capacity of minimum 2 Mbps presently (upgradeable 8 Mbps) with

leased lines connectivity vertically on four tiers i.e. State Hq – District Hq, District Hq – Sub-Division Hq, Sub-Division Hq – Block Hq, with minimum capacity of 2 Mbps in each link. It would be a converged Closed User Group (CUG) government network capable of providing services of

- i) Data, Voice and Video at SHq and DHq
- ii) Data and Voice at SDHq and BHq
- iii) Internet throughout the State

The departmental offices located at various tiers as indicated above would be connected horizontally to the SWAN Points-of-Presence at various tiers, either through leased lines or through horizontal offices, with the capacity, as required by the applications/services (batch mode or OLTP) as the case may be, pertaining to those departmental offices. Further, the State Government of Meghalaya is also planning to establish a State Data Centre which would be seamlessly connected to the SWAN at the SHq. It is expected that in course of time all the data/content required for delivering e-Government services across the State would be residing in this State Data Centre except some specific e-Government services for which data/content would be residing at servers any where below the SHq. For access to the data required for delivering Central Government services, SWAN would be connected to NICNET at SHq level through a gateway.

- d. Last mile connectivity below Block level: SCA may work out several options to get the last mile connectivity required to connect the CSCs. It is expected that for most of the CSCs, the last mile connectivity may be established through wireless technology. This will be provided especially by the Telecom Service Providers (TSPs) with broadband capacity suitable to meet the requirements of CSC's online operations, unless the SCA himself or any member of the consortium a licensed TSP would opt to establish captive last mile network for the purpose.

Department of IT is now facilitating BSNL to enhance its rural broadband connectivity provisions in and around the 20000 rural digital exchanges across the country, which are connected to the backbone with optical fibre cable. BSNL being the only TSP at present, having OFC backbone support to its rural exchanges at Sub-Block level, Department of IT is providing partial funding support to BSNL so that dedicated broadband wireline connectivity of capacity 256/512 Kbps would be available through copper immediately to those CSCs which would be located within 4-5 kms of those 20000 rural exchanges. For the CSCs which would be located within 4-5 kms of the BSNL exchanges, SCA would avail of this connectivity option by entering into an agreement at a standard tariff plan of BSNL applicable across the country for such wireline broadband connectivity. It may be noted that other value-added services, normally available with BSNL broadband connectivity scheme, would also be made available in case of this connectivity option. The SCA would therefore be required to work out with BSNL for wireline broadband connectivity for those CSCs under its fold, which would be within 4-5 kms from the rural BSNL exchanges. A list of BSNL Rural Telephone Exchanges for Meghalaya is provided in Volume-3.

For the other locations where wireless connectivity would be the only option available, Department of IT is also facilitating to identify those rural locations where presently only BSNL is having towers for its mobile services. Department of IT is contemplating to partially support BSNL for those locations where BSNL are the only wireless service provider with existing towers. Wireless broadband will be provided by BSNL for such 20000 CSC locations for 512 Kbps bandwidth. BSNL will supplement its wireless broadband services at those towers. Prospective SCA, may therefore explore to find out whether proposed CSC locations would be able to avail of either of the above connectivity options.

In case the above two connectivity options are not available to prospective SCA for identified CSC locations, the SCA would have to work out other connectivity options. The detailed plan to provide such broadband connectivity to the CSCs needs to be submitted by the SCA along with the bid proposal. The costs of such options need to be reflected in the business model submitted by the SCA for relevant bid unit.

- d. Internet connectivity to CSCs: It is expected that in due course of time most of the e-Gov services would be web-based and CSCs would depend on internet connectivity which would be provided by the TSPs having ISP license. However, for the current situations as explained above in Para 4.1 (c) & (d), SCA would work out its requirement of internet bandwidth for CSCs under its fold through SWAN, BSNL or any other ISP, with appropriate charges, as applicable.

4.2 State Data Centre (SDC)

- a. The State Government would host the entire e-governance applications backend infrastructure in terms of Client Server hardware, Applications, LAN Access switch, Server Farm, firewall, Core WAN router for connecting high speed Internet connection and high-speed WAN links connecting to various state departments/HQs.
- b. The SDC portal would be the gateway for SCA/CSC-SDC interactions. The SCA would develop applications to provide all necessary options for providing G2C services. The SDC would provide a single point access to the various government services.
- c. The State Govt. of Meghalaya is in the process of selecting an empanelled vendor to prepare the DPR for establishing the SDC in Shillong.

- d. For non-governmental services, the SCA would develop a portal and applications to provide various services as and when the SCA proposes to deliver them

4.3 IT Architecture

- a. The IT architecture at the CSC should have the following features:
 - i A simple architecture.
 - ii Robust integration at the levels of SCA. SCA would act as a Service Gateway for the CSCs.
 - iii The CSC would operate under a well regulated and controlled environment
 - iv The CSCs will require computing capabilities in the form of PCs, printers, operating system and other related hardware. It is envisaged that CSC's would require a single terminal machine and as the demand increases the CSC would migrate to multi-terminal environment to deliver variety of services such as distance learning, IT Training etc.
 - v Cost effective solutions to meet the local needs of the rural citizens
 - vi Upgradeable hardware to handle the growth in volumes over the next 4-5 years
 - vii The IT Infrastructure needs to be available continuously, hence the need for power backup
 - viii Ensure minimum complexity in the technical environment to minimize overheads on the Information Systems
 - ix Should enable Cost effective data transfer / communications mechanisms
- b. There are two major components of the CSC IT-infrastructure - Digital Infrastructure and IT Software:
 - i Digital Infrastructure would comprise of all onsite technology equipment, such as PCs, Printers, Scanners, Projectors, Digital Camera, Software, and power back ups such as UPS, Genset, etc.

- ii IT Software would comprise of operating System, application for providing services, IS Security and Management and maintenance tools etc.

4.4 Suggested IT Specifications for the SCA

- a. Exhibits 4 and 5 provide an overview of the suggested IT Infrastructure at the SCA Hub:

Exhibit 4: Suggested IT Architecture

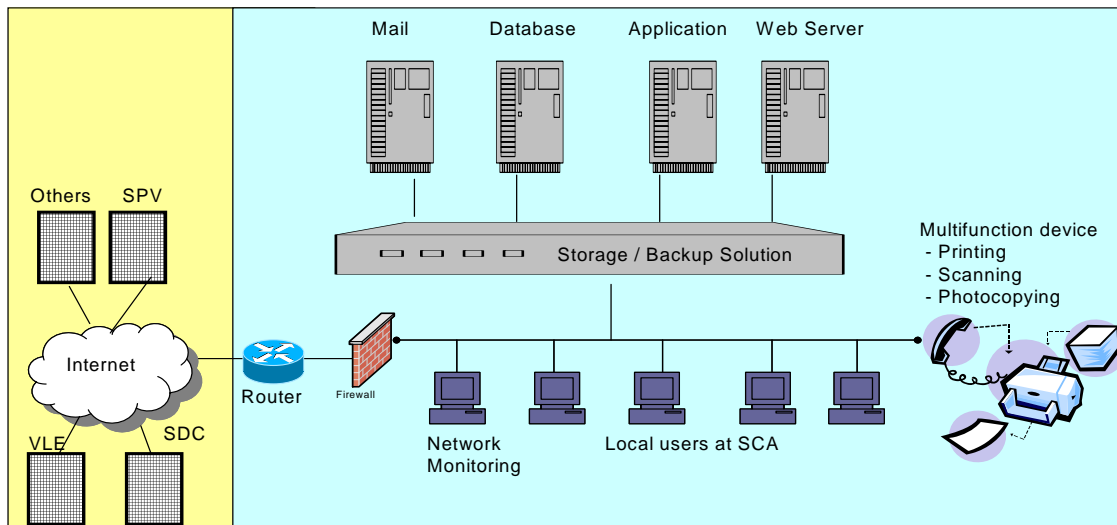


Exhibit 5: SCA Assets (Indicative)

Information Asset Type	Asset Description
IT Infrastructure	<ul style="list-style-type: none"> • Web Server • Application Server • Database/Storage/Back Up Server • Mail Server • Network Multi Function Device (MFD) (Print/Scan/Photocopy) • Personal computers (desktops) • Microphone/Headset • Firewall • Network components (routers, modems) <p>NOTE: SCA operating in one district and having less than 200 CSCs under its fold should be able to house the Mail, Remote Management, Database and Application functionality under single High-end server systems since the size of the database that will store the transaction details by CSC would be moderate and the size of the mailboxes too would be well managed within a high-end server system.</p>
Software	<ul style="list-style-type: none"> • Operating System-Desktop • Operating System-Server • Database • Back-up Software • Web Server Application • Mailing System • Office Application Tools • Network Monitoring Tools • Antivirus with Auto-Update Feature • SCA Portal/Application • Anti-Spam Solution
Other Hardware	<ul style="list-style-type: none"> • Uninterruptible Power Supply (UPS) • Inverters • Genset
Documentation	<ul style="list-style-type: none"> • User Manuals • Trouble Shooting Guides • Training Manuals

- b. An indicative list of IT Assets required at SCA location is indicated in Exhibit 5. Each SCA would need to build and provide a detailed architecture and provide an appropriate solution to cater to the CSC needs.
- c. The SCA will extend technical support to a VLE and undertake critical services such as remote diagnostics of the CSC IT infrastructure and provide training and guidance to manage the CSC.
- d. SCA shall be the first point resolution for all technical issues at the CSC. Hence the SCA should ensure:
 - i. Helpdesk assistance
 - ii. SLAs for resolution of issues
 - iii. Provide CSCs with IS Security guidelines
 - iv. Provide periodic training to VLE operators
 - v. Conduct periodic review of CSC environment
 - vi. Collate data to help VLEs in performance appraisal
 - vii. Provide means to upgrade software versions/Operating System
- e. The SCA should establish and operate a Data Centre of appropriate size and run applications, which will be VLE centric and accessed by all VLEs under the SCA. Specific services which SCA should provide includes:
 - i VLE master details
 - ii CSC infrastructure details
 - iii Recording of customer registration at CSC
 - iv Record of customer access
 - v Customer Billing and Collections
 - vi Data on Technical break down and resolution
 - vii CSC's staff data including attrition
 - viii Staff training and certification
 - ix Periodic upload of data across all CSCs on SCA's servers
- f. The core business services of SCA may be made available to CSCs through a centralized SCA portal /application. This portal could offer information, applications and services in one place. Thus, it will inherently organize tools to help the SCA/VLEs to organize their electronic workspace, their daily tasks, and their jobs as a whole.

5. OPERATIONAL GUIDELINES FOR SCAs

5.1 Scheme Rollout Period

- a. The SCA shall operate and manage the CSCs for four (4) years from the date of operationalization of all CSCs or five (5) years from the date of signing the MSA, whichever is earlier. The MSA would be signed within 30 days from the issuance of the Letter of Intent (LOI). The SCA shall relocate (wherever required) and put into operation the existing CICs as CSCs within six (6) months and set up the new CSCs within twelve (12) from the date of signing the MSA. Any delay in making the unit operational, on accounts of reasons attributed to the SCA, will attract liquidated damages charges at a rate of Rs.500/- per CIC per day and for new CSC, will attract liquidated damages of Rs.200 per CSC that has been delayed, per additional day of delay from the schedule. Once the SCA has set up and made operational 50% of the CSCs, the SCA shall be eligible for 50% of the revenue support for these operational CSCs. The balance 50% shall be deferred till the roll out of the 100% CSCs. The time frame for completion of the complete roll out (100%) shall remain 12 months from the effective date (signing of the Agreement (MSA) with the State Government / SDA). Subsequent to achievement of the 50% of the CSC target, for rest of the additional CSCs being set up, the eligible revenue support would also be 50% and paid on the quarterly basis. The deferred eligible revenue support in such cases also will however be paid after completion of the full roll out. However, upon completion of 90% CSC roll- out, the Empowered Committee may take a suitable decision with regard to release of the balance revenue support to the SCA.
- b. The SCA will have the permission and be authorized to deliver e-Governance services from the Common Services Center on the terms and conditions prescribed by the State within thirty (30) days of the receipt of the formal order from the Government for a period of maximum five years, including the first year of roll out. At the end of

this five (5) year period, the terms and conditions of the Service Level Agreement between the SCA and Meghalaya IT Society (SDA) will be reviewed, and a new agreement may be formulated for the next four (4) years or for such periods as the State may decide.

- c. Upon receipt of the LOI, the SCA shall submit an Implementation Schedule specifying the major milestones towards rolling out of the CSCs for implementation. The Implementation Plan duly approved by the SDA shall form an integral part of the MSA. Any deviation in these defined timelines of implementation schedule which have been mutually agreed upon between the SCA and the SDA/State Government shall constitute a material breach of the MSA as specified in the Service Level Agreement
- d. Once Meghalaya IT Society (SDA) signs an agreement with the SCA, the SCA has to formulate and submit a detailed plan of implementation. Meghalaya IT Society (SDA) or agencies authorized by Meghalaya IT Society (SDA) may conduct an audit to determine the actual roll out of the CSCs up to the satisfaction of Meghalaya IT Society (SDA) and to ensure that the objectives of the CSC scheme are met. It may be noted that the timelines and the service level agreements will be enforced strictly. Any delay in implementation of the CSCs within the stipulated period would be deemed as an event of default.

5.2 Key Guidelines

Following are some of the key operational guidelines for the SCAs to conduct and run the CSC business:

- a. **Mandatory delivery of G2C Services:** The Common Services Centers will have to unconditionally provide all the e-Governance services and utility bill collection services as approved and decided to be delivered by the Government of Meghalaya to the citizens. The SCA would charge fees for the e-Government services as prescribed by the State

Government. However, the SCA would be free to decide charges for the non-government services.

- b. SCA- VLE Relationship: The VLEs are preferred to be franchisees or have profit sharing arrangements with the SCA to ensure a sense of ownership and provide enough incentive for the VLE. A transparent resource planning and risk sharing arrangement between the SCA and the VLE is to be provided. The State Government / SDA would not desire any undue risks to be imposed by the SCA upon the VLE. The same needs to be detailed in the business plan submitted by the bidder.
- c. Location of CSCs: The SCA is free to locate the CSCs anywhere within a Block within the overall ceiling. The SCA is free to locate the CSCs in the premises he deems fit. The SCA would have to make his own arrangements to house the CSC. In case the SCA wants to locate the CSC in the Government premises, the SCA would need to enter into the required agreements with the concerned department officials. The SCA would have to take the concurrence of the Meghalaya IT Society (SDA) before deciding his final location preferences.
- d. In event of conversion of CICs into CSCs, the existing space of Government building where CICs are being located will be given to the SCA on nominal lease basis on mutually agreed terms and conditions.
- e. Relocation of CICs, if any, and not covered under para (d) above shall require approval of the State. However relocation cost will be borne by the SCA. Relocation has to be completed within a period of 4 four months.
- f. Physical Layout of the CSCs: The Common Services Centers should be placed in a comfortable room of at least 150 - 200 sq ft. with adequate working space (2-3 people), furniture and storage space. The room should have cement flooring, concrete roof and *pucca* walls without any water leakages from any side. The room should have good ventilation and light with good space outside for parking, display boards, etc.
- g. The SCA will bear the necessary recurring expenditure for connectivity (bandwidth charges of VSAT, if any, if the same is to be used for Connectivity) and other utility charges (like electricity, diesel for genset,

phone bill etc.) with effect from handing over of CICs to SCA by State Government.

- h. Branding of the CSCs: The SCA shall comply with any branding/ logo/ colour scheme that the GoI or the State Government prescribes.
- i. Physical Security at the CSCs: SCA would have to make his own arrangements to provide for physical security at the CSCs. The SCA would have to ensure an appropriate insurance cover is in place to guard the infrastructure against any damages or trespassing.
- j. Timings of Operation: The Common Services Centers shall function for a minimum of nine (9) hours on all days notified as working days by the Meghalaya IT Society . On all Sundays and public holidays, excluding the National Holidays, Common Services Centers shall function for a minimum of four hours. This is only indicative and can be different in different regions and during different times of the year as will be prescribed by Meghalaya IT Society. The Shops and Establishment Act as applicable in the State will be adhered to, if relevant.
- k. Service Level Agreements: The SCA will be governed by the Master Service Level Agreement, a draft of which is included as Volume-2 of this RFP document. The expected Service Level Metrics are mentioned in Para 5.11 of this document. Service Levels that would be used for regular performance evaluation of Common Services Centers operations would inter-alia include the following:
 - l. Every Common Service Centers must be operational for at least 300 days in a year: Mean time to repair any hardware at the Common Services Centers - 5 working days
 - m. The SCA will report actual performance achieved every month to the SDA. The SCA will also be responsible for promptly investigating failures to meet the Service Levels by:
 - i. Initiating and reporting problem and identify root causes of failure related to not achieving the Service Levels;

- ii. Promptly reporting problems related to the Services, as identified, to Meghalaya IT Society that reasonably could be expected to have adverse effect on the operations; and
- iii. Developing and implementing improvements in procedures required to prevent repeated failures
- n. Adherence to Service Delivery Metrics: The SCAs are expected to ensure strict observance of Service Level metrics laid out in this RFP document. For additional services to be added, separate Service Agreements will be put in place, and the Common Services Centers systems shall be reinforced and enhanced suitably to meet new demands. The SCA shall ensure that the VLE keeps a citizen charter of the complete list of services available at the CSC, time taken for delivery and pricing of the various services prominently. In the event that SCA fails to achieve agreed Service Levels, the SCA would have to pay liquidated damages as prescribed in this RFP document.
- o. Grievance and Query handling Mechanism: The SCA shall ensure that the VLE maintains the following to receive and address complaints of rural citizens:
 - i. Complaints and suggestion book
 - ii. Suitable MIS Software to record and report complaints
 - iii. Telephone/mobile numbers of his supervisor / district in charge if any and telephone number of suitable senior officer at the headquarter
- p. The SCA shall ensure that the VLE maintains a book of complaints and suggestions and submits the suggestions and complaints every week to the Nodal Agency - Meghalaya IT Society.
- q. The SCA will obtain all applicable statutory clearances for providing all G2C, B2B and B2C services at the CSCs.

5.3 Service Delivery Process [Community Information Centers]

- a. Community Information Centre (CIC) business model is based on the equal participation of Government, Citizen and Operator. Each CIC

was assigned a unique URL, which became the portal for the block or the Block Community Portal (BCP). The BCP enables efficient interactivity within and among communities and provide easy access to relevant and authenticated information. Its best feature is that it is customizable in terms of local language and content. The portal provides information on local parameters such as area, population, number of schools and colleges. Also details about various block level activities are put on the portal for public access. These portals showcase self-employment opportunities, community messages and notices, entertainment/news, local databases, online governmental services and emergency services. Facilities for online discussions, opinion polls, bartering etc. are also available on the portal. Citizen coming for availing online services pays a nominal charge to the CIC operator, which helps the center in meeting the necessary establishment expenditure. The Government Departments using the services of CIC for G2G purposes normally pay only the internet charge even though the CICs have been extremely helpful in the time of election counting process for Lok Sabha, State Assembly elections etc. However for education courses offered by IGNOU, DOEAC, CIC operators share the portion of revenue with respective agencies. Delivery of G2C services in the CIC is still in its initial stage, which will be gradually planned.

- b. The State of Meghalaya has progressed in the use of digital signatures and smart cards for electronic delivery of government services. The SCA would ensure that these advances in technology are optimally used to synergize the operations of CSCs with the efforts of the State Government. The SCA would have to give a detailed plan in his technical bid on service delivery using ICT.

5.4 Payment and Collection:

- a. Cash and funds flow would be an integral part of the Scheme. The SCA may require to tie-up with several banks to manage/enable/

support their funds and financial dealings. The potential SCA would have to provide the cash and fund flow management plan as part of the technical proposal in the bid. The selected SCA would need to explore the banking arrangement further in cooperation with the DIT, Meghalaya IT Society and other departments. The transactions executed by the VLE should be monitored by the SCA and Meghalaya IT Society through an authentication, authorization and accounting software. The SCA should also ensure deposit of the Government's share/ revenue from e-Government transactions collected by the CSC from the citizens in a manner prescribed by the State/ Utility Service Provider. Appropriate safeguards need to be built so that such revenue is deposited in time and a proper receipt is given to the citizen who deposits such amount with the CSC operator.

- b. **Multiple Modes of receiving Payment:** It is currently envisaged that the rural citizens will make payment at the CSC by cash but considering the lifetime of the Scheme it is expected that banking facilities will also be widespread in the rural areas. Therefore, over the course of the Scheme period, the SCA and VLE can make arrangements to accept other payment methods like cheque, DD, credit & debit card, direct bank transfer, mobile payment, micro payments and other payment methods.
- c. **Receipt to the users:** The VLE should issue a receipt to all citizens for at least G2C and utility bill collection services. Serially numbered manual or computerized receipts should be issued to the customer for all transactions. Meghalaya IT Society may inspect this receipt books and the VLE should maintain these receipt books for at least 2 years for audit by the SDA or its designated agencies.
- d. **Utility Bill Payment:** In case of utility bill payments, the VLE shall issue a printed receipt generated through the application. The application should keep a digital/signed copy of the receipt for the purpose of non-repudiation. If the Utility Department has an

application ready for use at the time of operation, the Utility Department would make available such application to the SCA.

- e. Cash Flow Process at CIC: The current cash management process at CIC centers is as follows:
 - i. The CIC Operator collects a service charge from the citizen for using the service of the CIC. The revenue being collected by CIC Operator is reported to NIC as per format provided by them for daily reporting of revenue collected, expenditure incurred and number of persons trained /visited a particular CIC.

5.5 Transaction Charges to be charged to the Citizen:

- a. The transaction charges will be as decided by the Government of Meghalaya as given below. These charges will be uniform across all Common Services Center in the State. The current charges are:
 - i. e-Government Services except Land Records: Rs.10 per e-Government transaction per page (like birth certificate, encumbrance certificate, marks sheets, etc.) or per service (like payment of tax, etc.) of output to be charged to the rural citizen.
 - ii. Utility transactions: No charge to the citizen
 - iii. Land Records: Rs.25 per land record transaction to be charged to rural citizen
 - iv. For non-Government services, the SCA is free to decide the rate per transaction.
- b. Share of Transaction Charges: For facilitating the G2C transactions, the State Government will share the following amounts with the SCA:
 - i. e-Government Services: The State Government would share Rs.8 with the SCA of the Rs.10 charged to the citizen per transaction
 - ii. Utility Transactions: The utility company will pay the SCA/VLE Rs.4 per transaction for collecting bills on their behalf.
 - iii. Land Records: The State Government would share Rs.15 out with the SCA of the Rs.25 charged to the citizen per land record transaction.

- c. The indicative transaction charges and sharing are tabulated below:

Exhibit 6: Indicative Transaction Charges

Type of transaction	Charge to citizen	SCA/ VLE's share	Govt. of Meghalaya's share	Utility provider to pay
E-Government	Rs.10	Rs.10	Rs.0	Rs.0
Utility collection	Rs.0	Rs.4	Rs.0	Rs.4
Land record	Rs.25	Rs.15	Rs.10	Rs.0

5.6 Revenue Support of e-Governance Revenues

- a. Each SCA would be indicating the desired level of support, which the Government will determine through this bidding process. Such support is essentially meant to be the equivalent of guaranteed revenues from delivery of G2C services through the CSCs. *For the purposes of determining the amount of support to be disbursed, the revenues actually generated from the delivery of e-government services would not be deducted from the revenue support bid accepted by the State.* The SCA would be eligible for the revenue support upon tallying the MIS report generated by the SCA's data centre or the State Data Centre at the end of each quarter. The revenue support to be disbursed to the SCA would be re-evaluated at the end of each year, i.e., the fourth quarter, based on the revenue support disbursed at the end of each of the three quarters upon receipt of the Utilisation Certificate or as certified by the SDA.

- b. The SCA would have to aggregate G2C revenues from all the CSCs it has bid for in the State for calculation of the revenue support per CSC per month.
- c. The SCA will be allowed to collect the transaction charge from the users on behalf of the State. The State's share of transaction charge from delivery of e-Government services, wherever stipulated, should be deposited by the SCA in SDA's bank account or as prescribed by the SDA after retaining his share. Any delay in payment of this amount would attract liquidated damages at the rate of 20% of the total amount due or Rs.1000 per CSC per week whichever is more. Three (3) consecutive weeks defaults will amount to material breach and may lead to the termination of the CSC operator and/or the SCA.

5.7 Reconciliation and Controls

- a. The SCA would need to establish a comprehensive, online, and integrated Financial Accounting and Information System that would provide all the necessary checks and controls, provide access to all financial transactions and information, enable reconciliation of all financial transactions between the various CSCs involved and Meghalaya IT Society on a fortnightly basis.
- b. The SCAs would have to design a fool-proof, fraud-proof and obsolescence-proof system that is totally secure and that can accept all the new services and payment mechanisms e.g. smart card, payment gateways. The SCAs should take this aspect into account while preparing their technical and commercial bids.
- c. The SCA shall comply with all such stipulations prescribed by DIT, GoI / SDA for enabling online monitoring of CSCs on a continuing basis.
- d. MIS Reports: The SCA would be required to provide / facilitate centralized MIS reports for all government services transactions for all

the CSCs under its purview. The SCA should ensure availability of web based MIS reports for:

- i. Transaction Volumes
 - ii. Collections
 - iii. Payment Handover from one entity to another
 - iv. Transaction Commissions for the Government of Meghalaya and vendors
 - v. Transaction deduction for departments and service providers
 - vi. Exceptional scenarios like bounced cheque; disputed credit card transactions etc
- e. MIS reports should be able to provide drill down or drill through at each levels:
- i. Taluka
 - ii. CSC
 - iii. Kiosk / Counter at CSC level
 - iv. Operator at Kiosk / Counter at CSC level
 - v. Service provider
 - vi. Service
 - vii. Payment instrument
 - viii. Day, Week, Month and Year
 - ix. Comparative / graphical analytical reports across Days, Weeks, Months and Years

The MIS reporting system should be able to export the report data to industry standard read-only formats, word processing and spreadsheet software applications

- f. The process and books of accounts and the computer system should be available for audit by the State government or its agencies.

5.8 Guidelines for delivering B2C Services

- a. The Common Services Centers Scheme envisages provisioning of the B2C services along with the G2C services. The SCA will have to integrate and coordinate with the various B2C Content providers. The

entire responsibility for gathering the functional requirements of B2C services, development and deployment of the services rests with the SCA. However, the following disciplines will have to be observed while providing B2C services:

- i. The SCA should inform Meghalaya IT Society of any B2C service to be delivered through the CSCs system;
- ii. Services opposed to public interest shall not be included in CSC portfolio;
- iii. Inclusion of a B2C service should not adversely affect the functioning and performance of CSCs in relation to the G2C services;
- iv. The IT and the physical security of the CSC should not be compromised;
- v. The Government reserves its rights to instruct the SCA to host the B2C applications and databases on separate application servers, web servers and database servers, in the overall interests of the Common Services Centers Scheme;
- vi. Further the government could also direct that the B2C Services be provided from a Workstation, which is different from the Workstation used for providing the G2C Services. However both the Workstations can be located in the same Common Services Centers premises.

5.9 Responsibilities of the VLE:

- a. **Effective Service Delivery:** The VLE, through his CSC, should act as a service delivery point where he delivers services through which the population of the catchment area benefits. This delivery of services should lead to saving cost, time and manpower. It is the responsibility of the VLE to efficiently deliver Government services through the CSC.
- b. **Sales and Promotion:** The VLE should be actively involved in the sales process of the products and services given to him. He should devise innovative methods of attracting more and more customers to his center
- c. **Feedback:** It is the VLEs responsibility to provide feedback at a regular interval to the SCA to enable improvement in processes
- d. **Relation with Government functionaries:** The VLE shall maintain cordial relationship with Government and Panchayat functionaries at the local level

5.10 Responsibilities of Government of Meghalaya:

The State Government will:

- a. Route its e-Government transactions through these Common Services Centers
- b. Enter into Service Agreements with the SCA through the State Designated Agency
- c. Ensure that computerization of Government services is a continuous initiative
- d. Ensure uptime of the State Data Centre, SWAN and other IT infrastructure set up by the Government
- e. Evolve legally accepted mechanisms for authentication, of e-Government service certificates/ documents proposed for delivery at the CSC.

- f. Set up detailed Guidelines and Standards and monitoring mechanisms for Equipment specifications, Software Interoperability, VLE Qualifications, mandatory training, etc.
- g. Provide connectivity at the Block level once SWAN is established
- h. Provide the design of signage's, interiors and quality and styling of the decor, etc. to the successful SCA for implementation, if required for statewide branding and uniformity.
- i. Prescribe IT Security guidelines for proper conduct of IT services from time to time
- j. Prescribe and agree on Service Levels with the State departments for Back Office Processing of service requests of the rural citizens

5.11 Service Level Metrics & Liquidated Damages

- a. The operational portion of the Agreement between Government of Meghalaya and the selected SCA will be in the form of a Master Service Agreement (MSA). The Service Level Metrics will specify the expected levels of service to be provided by the SCA. The SDA would also specify the penalties for breach of the critical MSA metrics. The key areas where Service Level Metrics can be defined are:
 - Roll out and operation of the CSCs
 - Services to the citizens
 - Technology maintenance
- b. Applicability of MSA: The MSA will be enforced from the effective date..... ..
- c. Performance service levels: The SCA will be governed by the MSA that will be framed in a manner that enables success; not only outcomes but also processes and suitable mechanisms will be developed to monitor the MSA. Non fulfillment of the MSA will constitute a breach of the agreement
- d. The various periods of time for evaluating following are definitions of the period for calculation of MSA breach and Stipulated period:
 - Year : Financial year April – March
 - Month : Any Calendar month – January, February, up to Dec.

- X months : Any x collection of Calendar months
- Quarter : Period of three months as mentioned: April – June; July
–September; October – December and January – March

Exhibit 8: Table of Service Level Metrics

SI No.	SLA	Penalty for breach	Material Breach	Stipulated period for mitigating material breach conditions	Remedial performance required for non termination during stipulated period
1	<p>CSCs to be Operational</p> <p>A CSC will be deemed to be operational only after the being certified by Government of Meghalaya or its nominated agencies.</p> <p>The SCA shall relocate (wherever required) and put into operation the CICs as CSCs within six (6) month and set up new CSCs within twelve (12) months from the date of signing the MSA.</p>	<p>No revenue support to be granted during the delay period for any CSC + Liquidated damages of Rs. 500 per CSC per additional day of delay incase of the delay is on accounts of reasons attributed to the SCA.</p>	<p>Rollout being delayed by 4 weeks as per the rollout schedule</p>	<p>One (1) month</p>	<p>100% roll out of CSCs in the stipulated period for mitigating material breach</p>

SI No.	SLA	Penalty for breach	Material Breach	Stipulated period for mitigating material breach conditions	Remedial performance required for non termination during stipulated period
2	<p>Inoperability of CSCs</p> <p>A CSC will be deemed inoperable if it is not offering available Government Services for a continuous period of seven days, or more than a cumulative period of ten days in a month. A CSC needs to offer Government Services for at least 300 days per year</p>	No revenue support + 20% per CSC per week of monthly revenue support sought or Rs.1,000 per CSC per week, whichever is more	If a CSC is inoperable for more than 30 days	Seven (7) days	CSC needs to be operational and certified operational by the SDA or its designated agencies
3	<p>Timely Deposit of Government Money</p> <p>Payments have to be made twice a week i.e. on every Tuesday (for the transactions held on Friday, Saturday, Sunday and Monday) and every Friday (for the transactions held Tuesday, Wednesday and Thursday)</p>	20% of the total amount due OR Rs. 1000 per CSC per week, whichever is more	Default for 3 consecutive weeks	None	None

SI No.	SLA	Penalty for breach	Material Breach	Stipulated period for mitigating material breach conditions	Remedial performance required for non termination during stipulated period
4	<p>Timely Deposit of Money with Utility Providers</p> <p>Payments have to be made twice a week i.e. on every Tuesday (for the transactions held on Friday, Saturday, Sunday and Monday) and every Friday (for the transactions held Tuesday, Wednesday and Thursday)</p>	20% of the total amount due OR Rs.1000 per CSC per day, whichever is more	Default for 3 consecutive weeks	None	None
5	<p>Mean time to repair any hardware at the Common Services Centers</p> <p>Any hardware problem has to be rectified within 5 working days</p>	Would be deemed as inoperative and the liquidated damages as prescribed in Parameter 2 of this Schedule would apply	Same as Parameter 2 of this Schedule	Same as Parameter 2 of this Schedule	Same as Parameter 2 of this Schedule

SI No.	SLA	Penalty for breach	Material Breach	Stipulated period for mitigating material breach conditions	Remedial performance required for non termination during stipulated period
6	Replenish/top up of Performance Security	Failure to replenish/top up within 7 days will invite liquidated damages of Rs.1000 per day and penal interest @18% for the delayed period for the amount of deficit in Performance Security.	Failure to Replenish/top up beyond 30 days will be material breach and may lead to termination of agreement	One (1) week	To top up the Performance Security or provide cash/ Demand Draft in lieu thereof

6. TERMS AND CONDITIONS OF CONTRACT

6.1 Agreement

- a. The SCA shall execute an agreement for the fulfillment of the contract on Rs.100/- non-judicial stamp paper in the prescribed format provided, within fifteen days from the date of acceptance of the Bid and intimation of the award of contract. The incidental expenses shall be borne by the SCA.
- b. The conditions stipulated in the agreement should be strictly adhered to and violation of any of the conditions will entail termination of the contract without prejudice to the rights of Government of Meghalaya and recovery of any consequential loss from the SCA.
- c. If the roll out is not effected before the specified period from the date of signing of contract as per specifications, the SDA shall have the right to cancel the contract and take such other action as may be deemed fit, at the risk and cost of the SCA.
- d. The SCA shall use licensed versions of the software or any other applications, and shall be held liable for any consequent action arising out of patent/intellectual property right violations and SDA shall not be liable for any liabilities or damages arising thereof.
- e. The SCA will not be permitted to operate from any other premises other than from the one agreed between SDA and the SCA for this purpose.
- f. The SCA shall insure the entire computer Hardware, Software, UPS, Generator, Computer peripherals and furniture supplied by it against the loss or damage due to Fire or Theft or Accident or due to any unforeseen circumstances.

6.2 Exclusivity to Provide E-Government Services

- a. The SDA will not make a commitment to the SCAs of granting exclusive rights to provide G2C Services offered by the State through the CSCs
- b. However, only the selected SCA/s would be eligible to receive the revenue support as envisaged in the CSC scheme.

6.3 Provision for Unsatisfactory Services

- a. If services of the SCA are not found satisfactory at any stage during the project period in any of the CSCs, the SCA will be bound to remove the deficiencies at his own cost within the time period fixed by the SDA. In case the SCA is not able to remove and rectify the deficiencies within the given time period, the SDA will be competent to make alternative arrangements at the risk and cost of the SCA and the costs so incurred shall be deducted from the performance security or the revenue support amount payable to the SCA or otherwise charged to the SCA's account.

6.4 Payment

The terms of payment will be as follows:

- a. The SDA will pay the SCA the revenue support agreed/required on a quarterly basis on submission of provisional financial certificate of operations for the concerned quarter, over a maximum period of four years after satisfactorily operationalizing the CSC and having the same being certified by the Meghalaya IT Society, Shillong or its designated agencies. The SCA will be required to provide a certificate by a Chartered Accountant every six (6) month certifying the financial statement. The SCA shall further submit audited statement of accounts annually. The dates to be used in calculating quarterly periods are: March 31, June 30, September 30, and December 31.
- b. Any delay of more than one month from the date of submission of the invoice to the State Government in disbursement of revenue support by the SDA, would attract interest charges at State Bank of India's prime lending rate on the amount of revenue support sought for that quarter. These interest charges would be paid by the State Government to the SCA along with the revenue support to be disbursed.
- c. The revenue support to be paid at the end of fourth quarter of each year will be reassessed and adjusted based on total revenues generated through the year and the revenue support disbursed in the first three quarters.

- d. The SCA will not be eligible for any revenue support until 50% of the CSCs in the State are rolled out and certified to be operational by the Nodal Agency or its designated agencies. Upon certification of completion of 50% of the CSCs, 50% of the revenue support due to such CSCs, will be released.
- e. No advance payment shall be made.
- f. The payment will be made on submission of bill in proper form by the SCA to the SDA. All remittance charges will be borne by the SCA.
- g. If the CSC operations are not run during a quarter, no payment will be made for that quarter.
- h. If the CSC operations are not run for more than one month during the quarter, the payment will be made on a pro-rata basis.
- i. The SCA will deposit the revenue generated after retaining its own share of revenue generated from transaction charges from delivery of e-Government services, wherever prescribed, with the Department Information Technology as mentioned in this document. Any delay in payment of this amount would attract liquidated damages as indicated in Schedule 1: Service Level Metrics of MSA.

6.5 Implementation Schedule

- a. The operations of the CSCs shall be completed as per the schedule below:

Milestone	Timeframe
Conversion of 39 CICs into CSC	6 months
Setting up 186 new CSCs	12 months
- b. Upon receipt of the LOI, the SCA, the bidders should give their acceptance of the implementation schedule in the prescribed form enclosed with Bid. The Implementation Plan duly approved by the SDA shall form an integral part of the MSA. Any deviation in the implementation schedule would be deemed as a material breach of the contract. A period of 1 month shall be provided to rectify the deviation,

but shall attract liquidated damages as mentioned in Schedule 1 of Exhibit 8: Service Level Metrics.

6.6 Inoperative CSCs

The CSCs would attract liquidated damages for various inoperative periods as indicated in the Master Service Agreement

6.7 Assigning of Bid in Whole or Part

The SCA shall not assign or make over the contract, the benefit or burden thereof to any other person or persons or body corporate. No under letting or subletting to any persons or body corporate for the execution of the contract or any other part thereof is permitted, without the written consent of the Meghalaya IT Society, Shillong or Government of Meghalaya

6.8 Security

All security arrangements for the equipment located in the each CSC are the responsibility of the bidder and he will get it insured from general insurance company against calamities, theft, fire etc.

6.9 Dispute

- a. If any dispute arises out of the contract, the matter shall be handled as per the Dispute Resolution (Escalation Procedure) given in Schedule 4 Para 3 of Vol 2 of this RFP.
- b. Any fact or condition, which may not have been mentioned in terms (SDA or bidder) shall and conditions may arise during the contract period, shall be decided as per the State Government rules. In case rules do not provide any such situation, the issue will be decided by the SDA.

6.10 Effects of Force Majeure

The SDA or the SCA, as the case may be, will be entitled to suspend or excuse performance of its respective obligations under this Agreement to the extent that such performance is impeded by an event of Force Majeure (a "Force Majeure").

7. INSTRUCTION TO BIDDERS

7.1 Cost of Bid Documents

- a. A complete set of the Bid Documents may be purchased by the interested Bidder on the submission of a written application to the Meghalaya IT Society, NIC Building, Secretariat Hall, Shillong - 793001 (SDA) and upon payment of a non-refundable fee of Rs.5000.00 (Rupees five Thousand only) in the form of a Demand Draft in favor of the 'The Secretary, Meghalaya IT Society' payable at Shillong, Meghalaya.
- b. The Bid Document may be purchased in person during office hours on all working days from the Office of the SDA **OR** it may also be downloaded from **www.meghdit.nic.in**. In case of download of bid documents, only those bids shall be accepted for evaluation which are accompanied by a **non-refundable fees** of **Rs.5,000.00** (Rupees five Thousand) only in the form of a Demand Draft in favor of 'The Secretary, Meghalaya IT Society' payable at Shillong, Meghalaya.
- c. The Bid Documents, once purchased, cannot be resold to any other prospective Bidder.

7.2 The Bidding Process

- a. The SCA would be selected through a transparent bidding process
- b. The Bidding Process is divided in three stages as follows:
 - i. Pre-qualification Stage
 - ii. Evaluation of Technical Bids
 - iii. Evaluation of Financial Bids

- c. The Bidder will bid for one unit consists of 7 (seven) districts in the State. Only one bidder will be awarded all the seven (7) districts. The decision of the SDA will be final and binding in this regard.

8. ELIGIBILITY CRITERIA FOR BIDDERS

8.1 Basic Pre-qualification Criteria

- a. Basic pre-qualification criteria for participation in the Bidding Process are as follows:
 - i. The Bidding company (at least the Prime bidder of a Consortium in case of consortium Bid (NGO /trust/ society / partnership firm / organization / entity should have been in existence in India for the last three years at least).
 - ii In case of a company specifically formed or proposed to be formed for the purpose of this project, at least one member/partner should have been in existence for more than three years
 - iii The company/ partnership firm / organization / entity responding to this RFP or Consortium of bidders responding to this RFP should have a minimum average annual net worth of Rs.5 crores over the past three financial years, unless the Bidder is a trust/society.
 - iv If the Bidder is a Trust/ NGO, average annual fund flow should be a minimum of Rs.1.5 crores over the last three financial years.
 - v In case of bidders that have established, and are successfully managing, at least 100 ICT-enabled kiosks for the past three years, the financial criteria mentioned above would be applicable to the extent of only 50%.
 - vi Bidders eligible for clause 8.1 (a) v mentioned above need to furnish financial tie-up details such as source of funds, comfort letter from banks/ FIIs, etc. at time of submission of their bids
 - vii The final decision on the pre-qualification would solely lie with the SDA

8.2 Consortium Bidding Guidelines

- a. Consortium with a maximum of three members, are allowed to participate in the Bid Process
- b. Only the Prime Bidder as defined in (d) below is allowed to bid. For a valid Bid, the Prime Bidder should purchase the Bid Document for the Scheme. Any consortium member including the Prime Bidder of one consortium cannot be a member in another consortium formed for the purpose of bidding in the same State. Nor can a bidder who is bidding individually for an entire bid unit, be a member of another consortium bidding for the same bid unit.
- c. The consortium members' past experience and credentials should clearly demonstrate work experience of comparable size, complexity with ability and willingness to handle aggressive timelines.
- d. The Prime Bidder should be a:
 - i Company/NGO/trust/society/partnershipfirm/organization/entity, which should be in existence for at least three years in India.
 - ii The Prime Bidder should individually fulfill at least 50% of the financial criteria as in Para 8.1 of this document.
 - iii In any arrangement of the consortium such as SPV/NGO/Trust/Society/Company, the Prime Bidder shall have a minimum contribution of equity / share of 51%.
- e. The consortium must provide adequate documentary evidence to support their claims.
- f. The inter-se agreement between the consortium members (Memorandum of Understanding- Annexure 9) shall be enclosed with the response to the RFP. These agreements between consortium members will be entered in by executives of the company who have been delegated the authority by the company to enter into such an agreement.
- g. All the members of the consortium or their duly authorized representatives should sign the submission.

9. THE BID DOCUMENTATION

9.1 Format for Submission of Bid/s

- a. Interested and eligible Bidders are required to submit the Bid in three separate, sealed envelopes as follows:
 - i. Envelope A should consist of the documentation supporting the pre-qualification criteria
 - ii. Envelope B should consist of the Technical Bid(s) for all the seven districts together.
 - iii. Envelope C should consist of the Financial Bid(s) for all the seven districts together.
- b. The Bid should be accompanied by a Bid security of Rs 5 lakhs (Rupees five lakhs only) for the State (comprising of seven districts together).
- c. The Bid along with the Bid Security must be delivered to Meghalaya IT Society, NIC Building, Secretariat Hall, Shillong-793001 on or before 15.00 hrs, on **17.04.2008**.

9.2 Bid Documentation

- a. **Envelope A shall inter-alia contain:**
 - A Covering Letter (and/or in case of download of bid documents, non-refundable fees by demand draft of Rs.5,000/- only)
 - Details of the Bidder organization/consortium as per format provided in **Annexure 1**.
 - In case of a Consortium, an MoU between the consortium members that includes inter-alia the following:
 - Role of each member of the consortium
 - Equity Participation details and the total shareholding pattern of each member, as relevant
 - Mechanism for decision making and dispute resolution
 - In case of a consortium bidding, the copy of agreements between consortium members entered into by executives of the Consortium who have been delegated authority by the Consortium, have to be

enclosed in Envelope A. The authorized signatory(s) shall initial all the pages.

- Attested copies showing the legal status, place of registration and prime place of business of the firm.
- Attested copies of documents showing the firms average annual turnover over the immediate past three financial years.
- In case of a company, Net-Worth over the last three (3) financial years and Average annual Net-Worth calculated over the last three (3) financial years, audited and certified by a Chartered Accountant.
- In case of a trust/ society/NGO, Fund flows over the last three (3) financial years and Average annual fund flow calculated over the last three (3) financial years, audited and certified by a Chartered Accountant.
- Debt – Equity Ratio of the last financial year as audited and certified by a Chartered Account
- Current Ratio of the last financial year as audited and certified by a Chartered Account
- Attested Copies of Sales Tax / VAT Registration and Sales Tax / VAT returns filed in the last financial year.
- Attested copies of acknowledgement of Income Tax returns filed in each of the last three years.
- Attested copies of Audited financial Statements for last three years
- The bidding entity must furnish a bank reference from its lead bank as per Annexure 8.
- In case Para 8.1 a. (vi) applies to the Bidder, then details of number of existing ICT enabled centers/kiosks owned, managed and run by the Bidder and all the necessary support documentation.
- A Power of Attorney of the Bidder appointing a designated person
- In case of a Consortium, a Power of Attorney for appointing of the Lead member/company as the Prime Bidder (Annexure 10)

- b. **Envelope B** shall contain the Technical Bid comprising of the following:
- i. Bid Security (Demand Draft/Bank Guarantee) of Rs 5 lakhs for the entire State comprising of seven districts together. (Annexure 11)
 - ii. Details of the Bidder organization/Consortium including list of key staff and their qualifications/experience and their respective roles in CSC implementation.
 - iii. Details of project experience and track record of implementing projects on PPP (BOT/BOOT, etc.) or on a Franchise/Channel model (both ICT and non-ICT), as per the format provided in Annexure 2
 - iv. Proposed Business Plan (over a four year period) covering the following components:
 - a) Conceptualization and understanding of the CSC Scheme
 - b) Methodology of setting up new CSCs and integrating the existing CICs into CSCs with specific timelines
 - c) Technology Plan covering the following:
 - SCA Back Office Infrastructure
 - Proposed Internet / Network Connectivity Plan
 - Network Monitoring and Management Solutions
 - IT Security Proposed
 - IT Maintenance Solution at CSC including means for Remote Diagnostics
 - Content Management and Service Delivery Plan
 - Business Monitoring Architecture
 - d) Content and Services Strategy for non-Government services
 - e) Training and Capacity Building plan for VLEs
 - f) All financials including the assumptions, capital cost, operating costs, revenue estimates, etc. over a period of 4 years as per Annexure 6
 - g) Fund mobilization plan

- h) Proposed organizational structure, size and skill sets of people proposed to be engaged
 - i) Assessment of business risks and mitigation strategies thereof
 - v. Letter of Acceptance of Implementation Schedule for rolling out the CSCs as per the format provided in Annexure 3
 - vi. Undertaking as per the format provided in Annexure 4
 - vii. Details of accreditation, if any affiliation/recognition by GoI or SDA should be attached.
 - viii. Documentary evidence, wherever applicable, should be attached for all the above documentation
- c. **Envelope C shall contain separate Financial Bids for entire State comprising of seven (7) districts together including the following:**
- The revenue support (for the bid unit comprising of seven districts together) sought in “Rupees per CSC per month” from the SDA averaged over a period of 4 years as per the format provided in Annexure 5

10 . INSTRUCTIONS TO BIDDERS

10.1 Information on Bid Security

- a. The Bid Security shall be paid in Indian Rupees
- b. The Bid security should be valid for a minimum of 180 days.
- c. The Bid Security will be for an amount of Rs five (5) lakhs for the State (comprising of seven (7) districts together) and shall be in the form of Demand draft drawn on a Scheduled Commercial Bank in favor of the SDA payable at Shillong **OR** in the form of a Bank Guarantee, valid for the period of 180 days, drawn in favor of the SDA.
- d. Any Bid that is not secured in accordance with the above terms will be rejected by the SDA, as non-responsive.
- e. An unsuccessful bidders' Bid Security amount will be discharged/returned, as promptly as possible, after the expiration of the period of Bid validity. The refund of the bid security amount shall not carry any interest.
- f. The successful Bidders' Bid Security will be adjusted towards performance security to be furnished by the Bidder before signing the contract agreement.
- g. The Bid security may be forfeited:
 1. If a Bidder withdraws his Bid during the period of Bid validity specified in Para 10.1 (b) above, or
 2. In case of a successful Bidder, if the Bidder fails to sign the contract agreement and furnish performance security.

10.2. Information on Performance Security

- a. A Bidder, on being selected as the SCA, will be required to furnish an amount Rs.20 lakhs (Rupees Twenty Lakhs) only for the entire State or 2% of the revenue support sought, whichever is more, as Performance Security in accordance with the conditions of the Master Service Agreement (hereinafter terms as the "MSA"), in the form of a Bank Guarantee, valid for the entire period of the If the selected Bidder fails to sign the MSA and/or does not furnish the Performance Security in the format specified in Annexure 7, within ten days of the

Notification of the Award as specified in Para 12.10, then the Bid security furnished by such Bidder shall be forfeited.

- b The Performance Security furnished by the successful Bidder in respect of his/her Bid will be returned to him/her at the end of the MSA subject to the satisfactory performance of the contractual obligations, provided there is no further extension of the MSA.
- c If the successful Bidder after signing the MSA fails to perform any contractual obligation specified in the MSA, the Performance Security will be forfeited

10.3 Bidding Costs

The Bidder shall bear all costs associated with the preparation and submission of its Bid, and the SDA will in no case be responsible or liable for these costs, regardless of the conduct or outcome of the bid process.

10.4 Language of Bid

The Bid prepared by the Bidder and all correspondence and documents relating to the Bid exchanged by the Bidder and the SDA shall be written in English language only.

10.5 Amendment of Bid Documents

- a. At any time prior to the deadline for submission of Bids, the SDA may, for any reason, whether at its own initiative or in response to a clarification requested by a prospective Bidder, modify the Bid Documents through amendment/s.
- b. The amendment/s will be notified in writing to all prospective Bidders who have received the Bid Documents and such amendments will be binding on them.

10.6 Bid Extension, if any

The SDA may extend the deadline for the submission of Bids, in order to allow prospective Bidders a reasonable time in which to take the amendment into account in preparing their Bid.

10.7 Format and Signing of Bid

- a. The Bidder shall submit two copies of the Bid, clearly marking each “Original” and “Copy”, as appropriate. In the event of any discrepancy, the “Original” version shall govern.
- b. The original and all copies of the Bid shall be typed or written in indelible ink and shall be signed by the Bidder or a person or persons duly authorized to bind the Bidder to the Contract. The letter of authorization shall accompany the Bid. Written power-of-attorney accompanying the Bid shall support the letter of authorization.
- c. The person or persons signing the Bid shall initial all pages of the Bid, except for un-amended printed literature.
- d. The Bidder must organize the Bid in accordance with the format specified.
- e. In case of a consortium bidding, the copy of agreements between consortium members entered into by executives of the Consortium who have been delegated authority by the Consortium, have to be enclosed in Envelope A. The authorized signatory(s) shall initial all the pages.
- f. The Bid shall contain no interlineations, erasures or overwriting except as necessary to correct errors made by the Bidder, in which case, such corrections shall be initialed by the person or persons signing the Bid in original.

10.8 Sealing and Marking of Bids

Envelope A will be sealed and marked as follows:

“PRE-QUALIFICATION DOCUMENTATION FOR CSC SCHEME IN
THE STATE OF MEGHALAYA”

Envelope B will be sealed and marked as follows:

“TECHNICAL BID FOR SELECTION OF SERVICE CENTRE AGENCY FOR THE CSC SCHEME IN THE STATE OF MEGHALAYA”

Envelope C will be sealed and marked as follows:

“FINANCIAL BID/S FOR SELECTION OF SERVICE CENTRE AGENCY FOR THE CSC SCHEME IN THE STATE OF MEGHALAYA”

The sealed envelopes shall be addressed to the SDA at the following address:

The Secretary,
Meghalaya IT Society,
NIC Building, Secretariat Hall, Shillong - 793001, Meghalaya

The Bidders shall seal the envelopes into one main envelope marked "RFP FOR SELECTION OF SCA TO SET UP, OPERATE & MANAGE TWO-HUNDRED-TWENTY-FIVE (225) COMMON SERVICES CENTERS IN THE STATE OF MEGHALAYA”.

10.9 Mode of Submission of Bids

- a. The Bids could be sent by Speed Post or Registered Post or Courier or submitted in person.
- b. Bids sent by any other mode(s) will be rejected.

10.10 Deadline for Submission of Bids

- a. Bids must be received by the SDA at the address specified, not later than 15.00 hrs 17.04.2008. In the event of the specified date for the submission of Bid being declared a holiday, the Bids will be received up to the appointed time on the next working day.
- b. The SDA shall not be responsible for any delay whatsoever, in submission of Bids by the Bidders.
- c. The SDA may, at its discretion, extend the deadline for submission of Bids in which case, all existing rights and obligations of the SDA and the bidders will thereafter be applicable to the extended deadline.

10.11 Late Bids

Any Bid received after the deadline for submission of Bids prescribed by the SDA, will be rejected.

10.12 Modification and Withdrawal of Bids

- a. The Bidder may modify or withdraw its Bid after the Bid's submission, provided that written notice of the modification or withdrawal is received by the SDA prior to the deadline prescribed for submission of Bids.
- b. The Bidder's modification or withdrawal notice shall be prepared, sealed, marked and dispatched in accordance with the provisions mentioned. A withdrawal notice may also be sent by Fax but followed by a signed confirmation copy, post-marked not later than the deadline for submission of Bids.
- c. No Bid may be modified subsequent to the deadline for submission of Bids.
- d. No Bid may be withdrawn in the interval between the deadline for submission of Bids and the expiration of the period of Bid validity specified by the Bidder on the Bid Form. Withdrawal of a Bid during this interval may result in the Bidder's forfeiture of its Bid security.

10.13 Period of Validity of Bids

- a. The Bids shall be valid for a period of "SIX MONTHS" from the closing date for submission of the Bid. A Bid valid for a shorter period may be rejected as non-responsive. On completion of the validity period (six months), unless the Bidder withdraws his Bid in writing, it will be deemed to be valid until such time that the Bidder formally (in writing) withdraws his Bid.
- b. In exceptional circumstances, at its discretion, the SDA may solicit the Bidder's consent to an extension of the period of validity. The request and the responses thereto shall be made in writing (or by fax or email).

10.14 RFP Ownership

The RFP and all supporting documentation/templates are the sole property of SDA and should NOT be redistributed without the prior written consent of SDA. Violation of this would be a breach of trust and may, inter-alia cause the bidder to be irrevocably disqualified. The aforementioned material must be returned to SDA when submitting the proposal, or upon request. In case the bidder is not interested in responding to the RFP, the RFP documents and any appendices must be returned to SDA immediately.

10.15 Proposal Ownership

The proposal and all supporting documentation submitted by the bidder shall become the property of SDA unless the bidder specifically requests, in writing, that the proposal and documentation be returned or destroyed.

10.16 General Information: For Bid Submission

- a. The SDA has the right to directly invite any organization to Bid for the project and evaluate them on a competitive basis along with other bidders
- b. Failure to furnish all information required by the Document, or submission of a Bid not substantially responsive to the Bid Documents, will be at the Bidder's risk and may result in rejection of the Bid.
- c. If any information given by the Bidder is found to be false / fictitious, the Bidder will be debarred for three years from participating in any other Bids of Government of Meghalaya.
- d. The SDA may invite re-submission of Financial Bids with or without changes in the format. In such an event, the earlier Financial Bids shall not be opened and shall be returned unopened by the SDA to the bidder.
- e. The SDA reserves the right to allot the entire seven (7) districts together to any one Bidder in case of a same price Bid. SDA's decision in this regard shall be final and binding.
- f. The Nodal Officer, SDA reserves the right to award the contract to only one Bidder for the entire State comprising of seven (7) districts

together and fix the number of CSCs to the bidder based on the financial, technical and service capability of the Bidder.

- g. In case of a situation where bid quoted by the SCAs are equal (including zero bids); then such SCAs would be offered an opportunity to quote a revised performance security higher than the performance security as indicated in the MSA. In such a situation, the SCA offering the highest performance security will be declared as successful bidder. The SDA's decision in this regard shall be final and binding.

10.17 General Information: SCA

- a. The amount to be paid to the SCA towards revenue support from SDA for the four (4) years period shall be based on the payment terms specified.
- b. The Competent Authority as designated by SDA will have the right to inspect the centers of the SCA already in operation for the purpose of verification and assessing the fulfillment of qualification criteria by the bidder. The CSCs must be available for inspection to the competent authority of SDA and Government of Meghalaya (GoM) at all times.
- c. The implementation schedule specified in the Contract shall be strictly adhered to.
- d. List of locations for CSCs may change before the signing of the contract.
- e. The prospective SCAs bidding for this project are required to make their own assessment of the volume of transactions possible in the Common Services Centers project through any or all of the service streams referred to in this stream and take appropriate decisions on the historical data on the number of transactions, type of transactions, locations, etc.
- f. The SDA will not provide any guarantee, commitment or estimate of the number of transactions possible in the Common Services Centers project either for the purpose of sizing of the hardware, networking or for any other technical purposes. The bidders will have to make their own assessment based on business opportunities and growth possibilities that they perceive are feasible.

- g. The IPR and Source code of the present and all future enhancements of G2C architecture at the Common Services Centers System created by Government of Meghalaya (GoM) as envisaged in this project would belong to GoM. Therefore any replication of the Common Services Centers system – application software in any other state or country by SCA would need approval from SDA. The bidders must provide a clear and unambiguous statement of compliance to this condition. Non-compliance to this clause will be treated as disqualification.

11. THE BID PROCESS

11.1 Pre-bid Conference

- I. The Bidder or its official representative will be invited to attend a pre-Bid meeting, which will take place at Office of the SDA, Meghalaya IT Society, NIC Building, Secretariat Hall, Shillong - 793001 on 28.03. 2008 at 11.00 hrs.
- II. The interested bidders may confirm their participation one day in advance.
- III. The purpose of the meeting will be to clarify issues and to answer questions on any matter regarding the bidding process or documentation that may be raised at this stage.
- IV. Minutes of the meeting, including the text of the questions raised (without identifying the source of enquiry), and the responses given, will be transmitted to all participants/bidders. SDA shall make any modification of the Bid Documents, which may become necessary as a result of the pre-bid meeting and all the written responses give by the SDA to the requests for clarification on the RFP, by issuing an Addendum to the RFP
- V. Non-attendance at the pre-bid meeting will not be a cause for disqualification of a Bidder.

11.2 Clarification on RFP

- a. A prospective Bidder requiring any clarification on the Request for Proposals may notify the SDA in writing by signed letter or e-mail or fax to the Meghalaya IT Society, NIC Building, Secretariat Hall, Shillong - 793001, Meghalaya. The same will respond in writing to any request for clarification of the RFP, which it receives. Written responses to questions concerning the RFP (including an explanation of the query but without identifying the source of inquiry) will be given to the bidders.
- b. It is further clarified that the Meghalaya IT Society, NIC Building, Secretariat Hall, Shillong-793001 (SDA) shall not entertain any correspondence regarding delay or non-receipt of clarification.

11.3 Appointment of the Evaluation Committee

- a. The State/SDA will appoint an Evaluation Committee for the bids submitted. Such a committee should include suitable representatives from State Government, expert members and also a nominee from DIT, GoI.
- b. The Evaluation Committee's decision would be binding on the Bidder.

11.4 Opening of Bids

- a. **Step 1:** Envelope A will be opened by the Evaluation Committee, as per timelines specified in Exhibit 10 in Chapter 13 of this RFP, to qualify bidders for Technical evaluation. Preliminary scrutiny of the pre-qualification will be made to determine whether they are complete, whether any computational errors have been made, whether the documents have been properly signed and whether the Bids are generally in order. Bidders would be informed of the Committee's decision either through telephone/fax/post/email by authorized State personnel thereafter.
- b. **Step 2:** Envelope B (Technical Bid/s) will be opened by the Evaluation Committee, as per timelines specified in Exhibit 10 in Chapter 13 of this RFP at the office of the Secretary, Meghalaya IT Society, NIC Building, Secretariat Hall, Shillong - 793001 in presence of the qualified bidders or their authorized representatives.
- c. **Step 3:** Envelope C would be opened by the Evaluation Committee only for those bidders who achieve the threshold score during the Technical Evaluation, as per timelines specified in Exhibit 10 in Chapter 13 of this RFP.
- d. In the event of the date specified for Bid receipt and opening being declared as a holiday, the Bids will be received/opened the following working day at the appointed times.
- e. The date on which Envelope B and Envelope C would be opened and the date and time for the conduct of demonstration/presentations, if any, will be intimated to the qualified bidders by the SDA as per

timelines specified in Exhibit 10 in Chapter 13 of this RFP, through telephone/Fax/Post/Telegram/E-mail.

- f. Bids that are not opened shall not be considered further for evaluation, irrespective of the circumstances. Withdrawn Bids will be returned unopened to the bidders.
- g. The SDA or his authorized representative will prepare Minutes of the Bid opening.
- h. The Bidder shall be responsible for properly super-scribing and sealing each Envelope and neither the SDA nor the Bid Evaluation Committee shall be responsible for accidental opening of Envelopes that are not properly super scribed and sealed.

12. EVALUATION OF BIDS AND SELECTION OF SCA

12.1 Information on Bid Evaluation

- a. The Evaluation Committee will evaluate and compare the Bids determined to be substantially responsive. A substantially responsive bid is one, which conforms to all the terms and conditions of the Bidding Documents without material deviations. Deviations from or objections or reservations to critical provisions such as those concerning Performance Security, Warranty, Applicable Law and taxes and duties will be deemed to be a material deviation. The SDA's determination of a bid's responsiveness is to be based on the contents of the bid itself without recourse to extrinsic evidence. It is the SDA's intent to select the proposal that is most advantageous to the State and each proposal will be evaluated using the criteria and process outlined.
- b. The Evaluation Committee, where deemed necessary, may depute consultant/s to support the evaluation and selection process.
- c. The Evaluation Committee may choose to conduct negotiations or discussions with any or all of the bidders, at any time during the Bid evaluation process.
- d. Any attempt by a Bidder to influence the SDA or the Evaluation Committee in its Bid evaluation, Bid comparison or contract award decisions may result in rejection of the Bidder's Bid.
- e. If there is a discrepancy between words and figures, the amount in words will prevail. If the bidder does not accept the correction of the errors, its Bid will be rejected and its Bid security may be forfeited
- f. The Evaluation Committee may waive any minor infirmity; nonconformity or irregularity in a Bid, which does not constitute a material deviation, provided such waiver does not prejudice or affect the relative ranking of any Bidder.
- g. The Evaluation Committee may visit the site of the Bidder's existing businesses and obtain additional information at their own cost and responsibility. The Bidder will arrange for the duly authorized

personnel of the Bidder to provide access to the related departments participating in CSC Scheme.

- h. The evaluation methodology for this Scheme is purely internal to the State and would not be informed to any of the bidders.
- i. Information relating to the examination, clarification and comparison of the Bids and recommendations for the award of the project shall not be disclosed to bidders or any other persons not officially concerned with such process until the award to the successful Bidder has been announced.
- j. Proposals not meeting the pre-qualification criteria will not be processed further beyond

12.2 Technical Bid Evaluation

The objective of the Technical Bid evaluation is to short list bidders who have:

- e. The technical experience/skills that are essential to establish a predominantly IT-enabled business activity as envisaged in the CSC scheme
- f. The financial strength that is necessary to contribute and/or arrange the funds required to set up and manage the CSCs in the desired time frame.
- g. The Evaluation Committee shall evaluate the Technical proposals of the qualified bidders on the basis of their responsiveness to this RFP and applying the evaluation criteria as specified below. Marks shall be assigned to each prospective SCA on the basis of the Technical Bid submitted. The Technical evaluation score shall be based on the number of marks that shall be awarded as per the structure proposed in the following paragraphs.

12.3 Technical Bid: Evaluating the Technical Capabilities of the Bidder

- a. This section should demonstrate the Bidder's understanding of the information provided in the RFP in terms of a viable business plan.
- b. The Evaluation Criteria along with the relevant marks for each component is summarized in Exhibit 9.

12.4 Technical Bid: Evaluating the Financial Capabilities of the Bidder

- a. The bidders will be evaluated on the following parameters:
 - (1) Average Tangible Net Worth as per the latest past three years audited annual reports of the Prime Bidder **AND** certified statement of Chartered accountant
OR
Average Annual Funds received for the last three years as per audited reports of the Prime Bidder **AND** certified statement of Chartered accountant [*Tangible Net worth = (Equity Capital + Reserves and Surplus - Revaluation Reserve) - (Accumulated Losses + Intangible assets)*]
 - (2) Existing Debt-Equity Ratio for the last three financial years as audited and certified by a Chartered Accountant
 - (3) Current Ratio for the last three financial years as audited and certified by Chartered Accountant
 - (4) The average shall be calculated as a simple average over the three years. In case of a consortium, the cumulative net worth of the consortium will be considered. In case of Debt-Equity Ratio and Current Ratio, the financial statements of the principal bidder will be considered.
 - (5) For a Consortium, the lead member's financial statements as well as of the other members shall be considered only for Tangible net worth calculations.
 - (6) Copies of audited annual reports to support the financials must be provided.

- (7) If the lead member of the Consortium is a corporate body or a company registered under the companies act, the financial parameters shall be the average tangible Net worth
- (8) If the lead member of the Consortium is a TRUST / NGO or a Society, then only the average fund flow parameter is to be considered

h. The maximum marks for this section is 30, and will be awarded slab-wise

Exhibit 9: Evaluation Criteria

SI	Evaluation Criteria	Marks	Total
A	Technical Criteria		70
1.	Project Experience:		20
	i. Projects implemented under PPP model	3	
	ii. ICT-enabled Projects/ Franchise based projects	7	
	iii. Experience in selling/working in rural markets/regions	7	
	iv. Local presence/project experience in Meghalaya	3	
2	CSC Project Proposal		50
	i. Plan to convert the existing CICs into CSCs	5	
	ii. Business Plan including assumptions, Capital Cost, Operating Cost, G2C & B2C Revenues over a period of 4 years Tie-up with Content & Services Providers	10	
	iii. Organization Structure	5	
	iv. Training of VLEs	5	
	v. Fund mobilization and financial commitments	5	
	vi. Project Implementation Plan and Schedule	5	
	vii. CSC Transaction Monitoring Mechanism	5	
	viii. Payment Mechanisms	5	
	ix. Technology Plan for Last Mile Connectivity	5	
B	Financial Criteria		
	For Corporate		30
1	Average Tangible Net worth/ Unit Bidding Division	20	
A	> Rs.15 crores	20	
B	Between Rs.10-15 crores	15	
C	Between Rs.6-10 crores	10	
D	< Rs.6 crores	5	
2	Debt-Equity Ratio	5	
A	< 1:1	5	

SI	Evaluation Criteria	Marks	Total
B	1.1:1 – 1.3:1	3	
C	> 1.3:1	1	
3	Current Ratio	5	
A	> 1.33	5	
B	1 – 1.32	3	
C	< 1	1	
	For Trusts/ Societies		30
1	Average Annual Funds Received for the last 3 years		
A	> <i>Rs.20 crores</i>	30	
B	<i>Between Rs.15-20 crores</i>	25	
C	<i>Between Rs.10-15 crores</i>	20	
D	<i>Between Rs.2-10 crores</i>	15	
E	< <i>Rs.2 crores</i>	10	
TOTAL			100

- c. To Technically qualify:
- i. For Corporate, the bidders would require to satisfy a total score of at least 70.
 - ii. For Trust/ Societies, the bidders would require to satisfy a total score of at least 65.

12.5 Financial Bid Evaluation

- a. Although the Financial Bid will be submitted at the same time with Technical Bid, it will be opened only after completing the evaluation of Technical Bids. Prior to the detailed evaluation of the Financial Bid, the SDA may determine whether each Bid or Bidder:
 - i. Continues to meet the eligibility criteria as given in this RFP;
 - ii. Is in complete compliance with the Technical Bid requirements;
 - iii. Has been properly signed and contains any required representations or commitments;
 - iv. Is presented in a manner that matches with the requirements of the RFP and follows the required formats;
 - v. Conforms to all terms, conditions, and specifications of the Bid Documents without material deviation or reservation.

- vi. A material deviation or reservation is one:
- Which affects in any substantial way the scope, quality, or performance of the Project; or
 - Which limits in any substantial way, inconsistent with the Bid Documents, the SDA's rights or the Bidder's obligations under the Agreement;
 - Whose rectification would affect unfairly the competitive provision of other bidders presenting substantially responsive Bids.
- b. In addition to the above, each Bidder is required to provide as part of the Financial Bid an estimate of the project cost.
- c. The Financial Bids of those bidders only shall be opened who scored 70% or above i.e. above 70 out of 100 marks in the evaluation of the Technical Bid, in case of Corporate. In case of trusts/ societies, Financial Bids of those bidders only shall be opened who scored 65% or above i.e. above 65 out of 100 marks in the evaluation of the Technical Bid.

12.6 Selection of the SCA

- a. The Evaluation Committee will select that Bidder as the SCA, who has quoted the lowest amount of overall revenue support from the State.
- b. In case of a situation where bid quoted by the SCAs are equal (including zero bids); then such SCAs would be offered an opportunity to quote a revised performance security higher than the performance security as indicated in the MSA. In such a situation, the SCA offering the highest performance security will be declared as successful bidder. In case there is a single Bid, the same would be accepted by the SDA after appropriate negotiations with the Bidder.
- c. The SDA's decision would be final and binding to the Bidders.

12.7 Notification of Award of Contract (Letter of Intent)

- a. The bidder may allowed to bid for all the seven districts together but only one bidder will be awarded all the seven (7) districts.

- b. Prior to the expiration of the period of Bid validity, the SDA or its authorized representative will notify the successful Bidder in writing vide a registered letter or by fax that the Bid has been accepted.

12.8 Negotiations

- a. Negotiation, if any, will be held with the selected bidder at the SDA's office
- b. The Negotiation will conclude with the drafting and conclusion of Master Service Agreement between the selected bidder and the SDA.

12.9 Signing of Contract

- a. The SDA or his authorized representative will send the Bidder the Master Service Agreement (MSA) (Enclosed as Volume 2 of this RFP)
- b. Within fifteen days of receipt of the MSA, the successful Bidder shall sign and date the MSA and return it to the SDA or his authorized representative. Any incidental expenses of execution of agreement shall be borne by the successful Bidder(s).
- c. The Bidder will furnish the Performance Security, adjusted against the bid security, (as described in Para 10.2 of this document) in accordance with the conditions of the MSA, drawn in the form of a Bank Guarantee/Demand Draft valid for the entire period of the MSA drawn in the favour of the SDA, within 30 (thirty) days of receipt of the notification of the award (Letter of Intent). Upon receipt of the Performance Security as prescribed, the SDA/ State Government will duly sign the MSA with the SCA.
- d. Hereafter the successful Bidder shall be officially termed as the "Service Centre Agency - SCA" for the State, under the CSC Scheme
- e. Any neglect or failure on the part of Bidder to obtain reliable information, upon the foregoing or any other matter affecting the implementation and operation of the CSC scheme and the Contract shall not relieve the selected Bidder from any risks or liabilities or from the responsibility of implementation and operation of the CSC scheme in the divisions, bid for by the Bidder for the specified period as defined in the Contract Documents.

13. PROPOSED TIME-LINES FOR THE BID & SELECTION PROCESS

13.1 Key Dates and Timelines

The following key dates are proposed for this project. The bidders are required to comply with the RFP target dates

Exhibit 10: Key Dates and Timelines

Activities	Timelines
Issuance of CSC RFP	13 th March, 2008
Pre-Bid Meeting	28 th March, 2008
Last day of submission of Bids & Opening of Bid covers	17 th April, 2008
Evaluation Committee Meeting	24 th April, 2008
a) Technical Presentations by the Bidders to the Evaluation Committee	30 th April, 2008
b) Opening of Financial Bids	2 nd May, 2008
Issuance of Letter of Intent	10 th May, 2008
Signing of MSA (Master Service Level Agreement)	25 th May, 2008
Conversion of the existing CICs into the CSCs	25 th November, 2008
Completion of roll-out of CSCs & Operationalizing of 100% CSCs	25 th May, 2008

Company Information

a) Information about the Company

Sl.	Name of the Prime Bidder or Member Company (in case of Consortium)	Status of the Company (Public Ltd. / Pvt. Ltd.)	Whether Prime Bidder or Member?	Details of Incorporation of the		Details
				Date	ROC Ref No.	Date

b). Information about the Company

Sl.	Name of the Prime Bidder or Member Company (in case of Consortium)	Turnover of the Company				Net Worth 31
		FY 2003-04	FY 2004-05	FY 2005 -06	Average of last 3 FYs	

c). Details of Specific Responsibilities (applicable in case of Consortium only)

Sl.	Name of the Prime Bidder or Member Company (in case of Consortium)	Specific Responsibility of each member (including Prime Bidder) in the scope of Implementation of Common Services Centres

Annexure 2

Project Experience and Track Record

SI	Name of Project/Business	ICT/non-ICT	Sector/ Industry	Type (PPP,etc.)	No. of Kiosks/Franchisees/ Centres	Size/Turnover

ANNEXURE 3: LETTER OF ACCEPTANCE

To:

**The Secretary,
Meghalaya IT Society,
NIC Building, Secretariat Hall, Shillong - 793001, Meghalaya**

Re: RFP for selection of SCAs for CSC Scheme

Sir/Madam,

We M/s..... (Name of the Bidder), agree to abide by the implementation schedule (enclosed herein under) for setting up the Common Services Centers, as may be allotted to us by the [SDA] as an SCA, failing which the Nodal Officer, SDA, or his authorized representative may at their discretion, reject and cancel the contract agreement, if so awarded.

Implementation Schedule

Milestone	Month/Year of Completion	Signing of Contract
100% CICs into CSC		
100% of setting up new CSCs		

Yours faithfully,

Place:

Date:

Signature & Seal of the Bidder

ANNEXURE 4: UNDERTAKING

To:

**The Secretary,
Meghalaya IT Society,
NIC Building, Secretariat Hall, Shillong - 793001, Meghalaya**
Re: RFP for selection of SCAs for CSC Scheme

Sir/Madam,

We M/s..... (Name of the Bidder) do hereby affirm and undertake to abide by all the terms, conditions and specifications given in the Bid Document no. _____ while performing the contractual obligations relating to roll out of Common Services Centers and subsequent operations in the identified districts in Meghalaya.

Yours faithfully,

Place:

Date:

Signature & Seal of the Bidder

ANNEXURE 5: FINANCIAL BID**To:**

**The Secretary,
Meghalaya IT Society,
NIC Building, Secretariat Hall, Shillong - 793001, Meghalaya**
Re: Financial Bid for selection as an SCA for CSC Scheme

Sir/Madam,

Having examined the Bid Document no. [including addenda number _____ dated _____], we the undersigned, offer to quote the following rates towards revenue support for setting up 225 CSCs in the following districts in the State of Meghalaya.

SL. No		Name of Districts under the entire zone for which Bid form is submitted	Approx No. of CSCs proposed	Average Revenue Support Required from [Meghalaya IT Society, Govt. of Meghalaya] in Indian Rupees per CSC per month averaged over the 4-year period
<i>1</i>	One Bid unit	<i>Jaintia Hills</i>	<i>30</i>	
<i>2</i>		<i>East khasi Hills</i>	<i>70</i>	
<i>3</i>		<i>West Khasi Hills</i>	<i>25</i>	
<i>4</i>		<i>Ri-bhoi</i>	<i>25</i>	
<i>5</i>		<i>West Garo Hills</i>	<i>40</i>	
<i>6</i>		<i>East Garo Hills</i>	<i>25</i>	
<i>7</i>		<i>South Garo Hills</i>	<i>10</i>	
		Total	225	

*Note: The bidding for the CSC Scheme will be for all the seven (7) districts together. The bidder may bid for the seven (7) districts together but only one bidder will be awarded the seven (7) districts.

CONDITIONS:

We undertake, if our Bid is accepted, we shall establish and operate CSCs in the districts awarded to us in accordance with the terms and conditions in Bid document.

If our Bid is accepted we will obtain the Guarantee or Demand Draft from a Scheduled Commercial Bank for a sum of equivalent to 2% percent of the total revenue support sought for 4 years or Rs 20 lakhs for the entire bid unit (comprising of 7 districts together for the entire State), whichever is more.

We agree to abide by this Bid for a period of 180 days after the date fixed for opening of Second Envelope of this Bid document and shall remain binding upon us and may be accepted at any time before the expiry of that period.

Until a formal contract is prepared and executed, this bid, together with your written acceptance thereof and your notification of award shall constitute a binding contract between us.

We understand that in competing for and if the award is made to us, in executing the above contract we will strictly observe the laws against fraud and corruption in force in India namely “ Prevention of corruption act 1988”.

We understand that you are not bound to accept a lowest offer that you may receive.

BID VALIDITY

The Bid is valid for a period of 180 days from the date of opening of Bid.

Place:

Date:

Signature & Seal of the Bidder

Division/District:				
Cost Head	Y1	Y2	Y3	Y4
	Avg Amt / Month	Amount Per Month	Amount Per Month	Amount Per Month
CSC Revenues per month				
e-Government Services				
B2C Services				
B2B Services				
G2B Services				
Others				
Total Income - A				
Debt Servicing				
Operating Expenses				
Connectivity				
Consumables				
Maintenance/Insurance				
Electricity				
Business Promotion				
Rent				
Staff salaries				
Others				
Total Expenses - B				
Net Profit/Loss (A-B)				

ANNEXURE 6: ASSUMPTIONS FOR BUSINESS PLAN

ANNEXURE 7: FORMAT - BANK GUARANTEE FOR PERFORMANCE SECURITY

From a Scheduled Commercial Bank's Branch in_____

(On a Non-Judicial Stamp Paper as per value applicable in the State)

FORMAT FOR BANK GUARANTEE FOR PERFORMANCE SECURITY

This Deed of Guarantee is made on this ____day of _____, 200_ at. by _____ (Scheduled Commercial Banks only), constituted under _____ and having its Head Office/Registered Office at _____ and inter-alia a Branch Office at _____ (hereinafter referred to as the Bank. or .the Guarantor, which expression shall unless it be repugnant to the subject or context hereof be deemed to include its successors and assigns) in favor of the Department of Information Technology, Government of Meghalaya, Shillong, here in after referred to as SDA

WHEREAS

- A.** [.....], a company within the meaning of the Companies Act, 1956 and having its Registered Office at [_____] (herein after referred to as the said Service Centre Agency. Which expression unless repugnant to the subject or context includes its successors, legal representatives and permitted assigns) has been awarded the contract to implement the Common Services Centers Scheme on the terms and conditions stated in the Contract (Services) Agreement dated_____. As per the terms of the CONTRACT the said SCA has to provide a Performance Guarantee as per the format contained under the Contract Agreement. Accordingly, the said SCA requested the Bank to issue a Performance Guarantee in accordance with the terms and conditions of the Contract Agreement.
- B.** The said SCA has to undertake performance obligations for the _____ of the Works and Facilities under the Common Services Centers Scheme for _____ in accordance with the terms and conditions of the Common Services Centers Scheme entered into between the SDA, acting through Government of Meghalaya, and the Service Centre Agency.
- C.** The Bank, has agreed to issue this Performance Guarantee for securing the performance of the Contract Agreement.

NOW THIS GUARANTEE WITNESSETH and it is hereby agreed and guaranteed as follows:

1. At the request of the said SCA, the Guarantor has agreed to make and issue this Guarantee, in consideration of SDA entering into the CONTRACT with the said SCA

for the scope of work as set out in the CONTRACT in accordance with the terms and conditions contained in the CONTRACT executed with _____; and the Bank hereby undertakes as Guarantor to pay on demand without demur to SDA an amount not exceeding Rupees _____ being Performance Security as defined under the CONTRACT in the event of any breach or non-performance of the terms and conditions contained in the Contract executed between SDA, and the said SCA in accordance with the terms and conditions herein contained, without proof of actual damage or loss. This Guarantee shall come into effect only upon the notice to proceed being issued by SDA or its nominated agencies to the said SCA in accordance with the CONTRACT and upon endorsement of a copy thereof to the Bank.

2. The Guarantor in pursuance of the terms and conditions of the CONTRACT hereby agrees absolutely and irrevocably and unconditionally guarantees as the prime obligor/principal debtor to make payment of the sum of Rupees _____ valid for _____ year/s and Rupees _____ for the subsequent years of the term of the CONTRACT to SDA to secure due and faithful performance by the said SCA of its obligations under the CONTRACT.
3. The Guarantor hereby undertakes to pay the amount due and outstanding or payable under this Guarantee, without any protest or demur and merely on a demand by SDA stating that the amount claimed, in the demand notice is due by way of loss or damage caused or likely to be caused or suffered or likely to be suffered by SDA, by reason of the breach by the said SCA under the CONTRACT of any of the terms and conditions contained therein or by reason of the said SCA's failure to perform any of its obligations under the CONTRACT.
4. The Bank as Guarantor here by agrees that the decision of the SDA as to whether the said SCA has failed to or neglected to perform or discharge its duties and obligations as afore said and not in accordance with the standards under the CONTRACT and/ or as to the amount payable to SDA by the Bank hereunder is final and conclusive and binding on the Bank. A certificate of SDA to the effect that the amount due and payable under the Guarantee shall be final, binding and conclusive upon the Bank.
5. In the event of delay on the part of the Bank to pay on demand, the Bank shall be liable to pay interest at the rate of 2% above its prime-lending rate, compounding quarterly, to the beneficiary. There shall not be any delay in payment of the guaranteed amount and payment of interest shall not be an excuse for delaying the payment of guarantee amount. Time is the essence of this Performance Guarantee.
6. The Guarantor shall also indemnify and keep SDA indemnified against all losses, damages, costs, charges claims and expenses whatsoever which SDA may suffer, pay or incur by reason of or in connection with any default on the part of the said SCA, including legal proceedings taken against the said SCA and/ or the Guarantor for the recovery of the monies referred to in Para 1 above.

7. The Guarantor hereby agrees that without the concurrence of the Guarantor, SDA and the said SCA shall be at liberty to vary, alter or modify the terms and conditions of the CONTRACT executed by SDA with the said SCA, and in particular to defer, postpone or revise the payment schedule under the CONTRACT, modify the work at site and payment of interest or other monies under the CONTRACT on such terms and conditions as maybe considered necessary by SDA.
8. The Guarantor agrees that its liability under this guarantee shall in no manner be affected by any such variation, alteration, modification, waiver dispensation with or release of security and that no further consent of the Guarantor is required for giving effect to any such variation, alteration, modification, waiver dispensation with or release of security.
9. SDA shall have full liberty without notice to the Guarantor without in any way affecting this guarantee;
 - i. to exercise at any time and in any manner any power reserved to SDA under the CONTRACT;

Or

 - ii. to enforce or forebear to enforce payment under the CONTRACT or any part thereof or interest

Or

other monies payable to SDA by the said SCA or any of the remedies or securities available to SDA or to enter into any composition or compound with the said SCA or to grant time or any other indulgence or facility to the said SCA, the Guarantor shall not be released by the exercise by SDA of its liberty in regard to the matters referred to above or by any act or omission on the part of SDA or by any other thing, matter of whatever which under the law relating to sureties for the provisions herein have the effect of so releasing the Guarantor, the Guarantor hereby waives in favor of SDA so far as may be necessary to give effect to any of the provisions of this Guarantee, all the surety-ship and other rights which the Guarantor may otherwise be entitled to enforce.
10. This Guarantee shall be enforceable against the Guarantor notwithstanding that any security or securities comprised in any instrument executed or to be executed by the said SCA in favor of SDA may at the time when the proceedings are taken against the Guarantor of this guarantee be outstanding or unrealized or lost
11. The rights of SDA against the Guarantor shall remain in full force and effect notwithstanding any arrangements which may be reached between SDA and any other Guarantor, if any, or not withstanding the release of that other, from liability and not withstanding that any time hereafter the other Guarantor may cease for any

reason whatsoever to be liable to SDA, SDA shall be at liberty to require the performance by the Guarantor of its obligations hereunder to the same extent in all respects as if the Guarantor had at all times been solely liable to perform the said obligations

12. To give effect to this Guarantee, the SDA may act as if the Guarantor were the principal debtor to the SDA. The SDA shall be entitled to proceed to institute proceedings against the Guarantor notwithstanding that no legal proceedings or recovery action is commenced simultaneously or even during the course of recovery proceedings against the said SCA. The postponement of action against the said SCA shall be a matter of sole discretion of the SDA and the Guarantor expressly agrees to such course of action and waives any objection thereto. The Guarantor accepts that the present guarantee is the prime security to the Common Services Centers Scheme and the realization from the said SCA's assets can be postponed by the SDA till after the recovery of the amounts claimed or demanded from this Guarantee.
13. In the event of liquidation of the said SCA, the Guarantor hereby undertakes not to take any excuse of the liquidation and guarantees to make payment forthwith on demand under the guarantee from the SDA.
14. A certificate in writing signed by a duly authorized official of the SDA shall be conclusive evidence against the Guarantor of the amount for the time being due to the SDA from the said SCA in any action or proceeding brought on this Guarantee against the Guarantor.
15. This Guarantee shall not be wholly or partially satisfied or exhausted by any payments made to or settled with the SDA by the said SCA and shall be valid and binding on the Guarantor and operative until repayment in full of all moneys due to the SDA under the CONTRACT.
16. This Guarantee shall be irrevocable and the obligations of the Guarantor hereunder shall not be conditional on the receipt of any prior notice by the Guarantor or by the said SCA except as provided in Para 3 above. The liability of the Guarantor under this Guarantee shall not be affected by
 - i. any change in the constitution or winding up of the said SCA/ Guarantor or any absorption, merger or amalgamation of the said SCA/ Guarantor with any other company, corporation or concern, or
 - ii. any change in the management of the said SCA or Guarantor or take over of the Management of the said SCA/Guarantor by Central or State Government or by any other authority, or
 - iii. acquisition or nationalization of the said SCA/Guarantor and/or of any of its undertaking(s) pursuant to any law, or

- iv. any change in the constitution of the said SCA, or
 - v. the absence or deficiency of powers on the part of the Guarantor/ said SCA to give guarantees and/ or indemnities or any irregularity in the exercise of such powers.
17. The Guarantor represents and warrants that it has the full authority to make and execute this Guarantee. .
18. The Guarantor represents that all regulatory approvals, permits and authorizations as are necessary for the issuance of this Guarantee have been received and are in full force and effect.
19. The Guarantor represents that there is no litigation or arbitration or other proceedings pending against the Guarantor, which could reasonably be expected to have a material adverse effect or change in the Guarantor's ability to perform its obligations under this Guarantee. The Guarantor shall be bound to serve notice immediately to the SDA in the event of any winding up notice or action or proceeding being instituted against it or in the event of any Official Liquidator or Provisional Liquidator or Receiver being appointed for the Guarantor.
20. This Guarantee shall be valid during the CONTRACT period and till the expiry of 6 months after end of CONTRACT period. The Guarantor undertakes to execute the enhanced guarantee after _____ years from the date of execution of the CONTRACT to Rupees _____ as a Performance Guarantee and deliver the same to SDA, 30 days prior to the expiry of each year till _____.
21. This Guarantee shall be released or discharged only by an express release letter issued by SDA. Such a release letter shall be issued by SDA only upon the completion of the works under the CONTRACT and the expiry of six months.
22. Notice to proceed referred to in Para 3 above and any demand for payment or notice under this Guarantee shall be deemed to be sufficiently given if sent by post to or left at the last known address of the Guarantor or their successors or assigns, as the case maybe, such demand or notice is to be made or given, and shall be assumed to have reached the addressee in the normal course, if given by post, and no period of limitation shall commence to run in against the Guarantor until after demand for payment in writing shall have been made or given as aforesaid and in proving such notice when sent by post, it shall be sufficient if proved that the envelope containing the notice was posted and a certificate by any of the responsible officers of the SDA, Government of India or its nominated agencies that to the best of his knowledge and belief, the envelop containing the said notice was so posted shall be conclusive as evidence against the Guarantor, even though it was returned un-served on account of refusal of the Guarantor or otherwise. The Guarantor agrees that there is no necessity of issuing simultaneous demand or even a subsequent demand upon the said Operator for invoking this Guarantee as the Guarantor's liability under this Guarantee is on the

basis that the Guarantor's liability is that of the principal debtor for all purposes. This Guarantee shall not be revocable and the obligations contained herein shall not be conditional on any prior notice to the said SCA and as an irrevocable Guarantee, the amounts due shall be paid forthwith upon demand by SDA.

23. The rights of SDA under this Guarantee may be assigned, at any time, to its nominated agencies or any other entity appointed by the Government of India/Government of Meghalaya in place of SDA.
24. Notwithstanding anything contained hereinabove our liability under this guarantee is restricted to Rs ... (Rupees only). The guarantee shall remain valid till.....inclusive of a six months claim period. Unless a notice in writing enforcing your claim under the guarantee is received by us on or before.....all your rights under this guarantee shall be released and discharged from all liabilities under this guarantee, irrespective of whether or not the original is returned to us.

All future correspondence with reference to the above guarantee should be made to(Bank Name and Address)

The jurisdiction in relation to this Guarantee shall be the Courts at Shillong and Indian Law shall be applicable.

IN WITNESS WHEREOF the Guarantor has executed this Guarantee on this ____ day of _____ and year first herein above written. Signed and delivered by the above named _____ Bank by its Authorized Signatory as authorized by Resolution / Regulation / Decision of its Regional Board / Central Board in accordance with the decision / resolution passed on _____.

Authorized Signatory

In the presence of:

1.

2

ANNEXURE 8: CREDIT INFORMATION REPORT

Note to bidders: This letter needs to be sent directly to the SDA's address in sealed envelopes by the Banks. The envelope should also have bank seal and signature at the joints of the envelope to ensure transparency in the bidding process.

1. Name:
2. Address:

3. Constitution [Please Indicate (✓)]

- | | |
|---|--|
| <input type="checkbox"/> Individual | <input type="checkbox"/> Private Limited Company |
| <input type="checkbox"/> Proprietorship | <input type="checkbox"/> Public Limited Company |
| <input type="checkbox"/> Joint Hindu Family | <input type="checkbox"/> Public Sector (Central Govt.) |
| <input type="checkbox"/> Partnership | <input type="checkbox"/> Public Sector (State Govt.) |
| <input type="checkbox"/> Others | |

4. Name of Proprietor/ Partners/ Directors/ Karta & Co-owners of Joint Hindu Family

_____	_____
_____	_____
_____	_____
_____	_____

5. Nature of Account [Please Indicate (✓)]

- | | |
|----------------------------------|--------------------------------------|
| <input type="checkbox"/> Savings | <input type="checkbox"/> Cash Credit |
| <input type="checkbox"/> Current | <input type="checkbox"/> Others |

6. The amount and nature of credit facilities enjoyed by the company:

7. Banking Since: Year _____ No. of Years: _____

9 Business/ Company established/ incorporated (date to be specified): _____

10 Nature of Business activity and location (Main activities in firm):

11 Other Allied activities (If known to Bank)

12 If Limited Company: Authorized Capital Rs. _____
Paid up Capital Rs. _____

12. Name and Address of Associate concerns of the firm (If known to the Bank)

13. Experience as to their dealing – Satisfactory/ Unsatisfactory

14. Health Code Allotted – Standard/ Substandard/ NPA

For (Name of Bank)

Authorized Signatory

ANNEXURE 9: MEMORANDUM OF UNDERSTANDING

(MoU to be executed by the Consortium Members on Rs.100 Stamp Paper)

The MoU should at least cover the following: -

- Roles of each member of the consortium
- Equity participation commitment by each member of the consortium and total Shareholding pattern (Lead Member to have more than 51% equity)
- Lock in period for equity
- Mechanism for decision making in the JV company/ TRUST and dispute resolution

**ANNEXURE 10: FORMAT FOR POWER OF ATTORNEY FOR
APPOINTING THE LEAD MEMBER COMPANY/ TRUST**

{On Rs.100 Stamp Paper }

KNOW ALL MEN by these presents that we, ...[name of the company/ TRUST], a company/ TRUST incorporated under the Companies Act 1956/ Society's Act, having its Registered Office at ...[Address of the Company/ TRUST] (hereinafter referred to as "Company/ TRUST"):

WHEREAS the Company/ TRUST along with _____ and _____ (give name and registered office address) is forming a joint venture/consortium to submit Technical and Financial Bids in response to the Request for Proposal ("RFP") CSC Project at Shillong issued by Meghalaya IT Society, and is desirous of appointing an attorney for the purpose thereof.

Whereas the Company/ TRUST deems it expedient to appoint M/s. _____ (name of Company/ TRUST, registered office address) as the Attorney of the Company/ TRUST.

NOW KNOW YE ALL BY THESE PRESENTS, that _____ [name of company/ TRUST] do hereby nominate, constitute and appoint.... [name of the lead member company/ TRUST]...as its true and lawful Attorney to do and execute all or any of the following acts, deeds and things for the Company/ TRUST in its name and on its behalf, that is to say :

- To act as the Lead Member of the Joint Venture/Consortium for the Purposes of the Project, in such capacity.
- To act as the Company/ Trust's official representative for submitting the Technical and Financial Proposals for the Project and other relevant documents in connection therewith.
- To sign all papers for all bids, offers, Project documents, necessary documents, papers, applications, representations and correspondence necessary and proper for the purpose aforesaid.
- To tender documents, receive and make inquiries, make the necessary corrections and clarifications to the Project documents, as may be necessary.
- To sign and execute contracts relating to the Project, including variation and modification thereto.
- To represent the Company/ TRUST at meetings, discussions, negotiations and presentations with SDA, Government Authorities, Competent Authorities and other Project related entities.

- To receive notices, instructions and information for and on behalf of the Company/ TRUST.
- To execute the Service level Agreement for and on behalf of the Company/ TRUST.
- To do all such acts deeds and things in the name and on behalf of the Company / TRUST as necessary for the purpose aforesaid.

AND the Company/ TRUST hereby covenants with the said Attorney to ratify and confirm all and whatever the attorney may lawfully do or cause to be done by virtue of these presents.

IN WITNESS WHEREOF the Company/ TRUST puts its hand and seal to this Power of Attorney on this [day, month & year]

The common seal of [name of the company/ TRUST] was here unto affixed pursuant to a resolution passed at the meeting of Committee of Directors held on the ____ day of _____, 2006 in the presence of [name & designation of the person] and countersigned by [name & designation of the person] of the Company/ TRUST of [name of the company/ TRUST]) The common seal of [name of the)))-----) [name & designation of the person])
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ANNEXURE-11: BID SECURITY FORM

(Bank Guarantee to be furnished on Rs. 50/- stamp paper)

To,
The Secretary,
Meghalaya IT Society,
NIC Building, Secretariat Hall, Shillong - 793001, Meghalaya

Sir,

Whereas..... (hereinafter called “the Bidder”) has submitted its bid dated.....2008, for setting CSCs in the various districts in the State of Meghalaya. (hereinafter called the “Bid”) KNOW ALL MEN by these presents that WE..... of.....having our registered office at(hereinafter called the “Bank”) are bound unto the Secretary, Meghalaya IT Society, NIC Building, Secretariat Hall, Shillong - 793001 (hereinafter called the “Nodal Officer”) or his authorized representative”) in the sum of for which payment well and truly to be made to the said Nodal Officer or his authorized representative , the Bank binds itself, its successors and assigns by these presents. Sealed, with the Common Seal of the said Bank this day of 2008.

THE CONDITIONS of this obligation are:

If the Bidder withdraws its Bid during the period of bid validity specified by the Bidder on the Bid Form; or

If the Bidder, having been notified of the acceptance of its bid by the Nodal Officer or his authorized representative during the period of bid validity:

(a)Fails or refuses to execute the Contract Form if required; or

(b)Fails or refuses to furnish the Performance Security, in accordance with the Instruction to Bidders.

We undertake to pay the Nodal Officer or his authorized representative up to the above amount upon receipt of its first written demand, without the Nodal Officer or his authorized representative having to substantiate its demand, provided that its demand the Nodal Officer or his authorized representative will note that the amount claimed by it is due owing to the occurrence of one or both of the two conditions, specifying the occurred condition or conditions.

The guarantee will remain in force up to and including 45 days after the period of the bid validity, and any demand in respect thereof should reach the Bank not later than the above date.

(Signature of the authorized officer of the Bank)