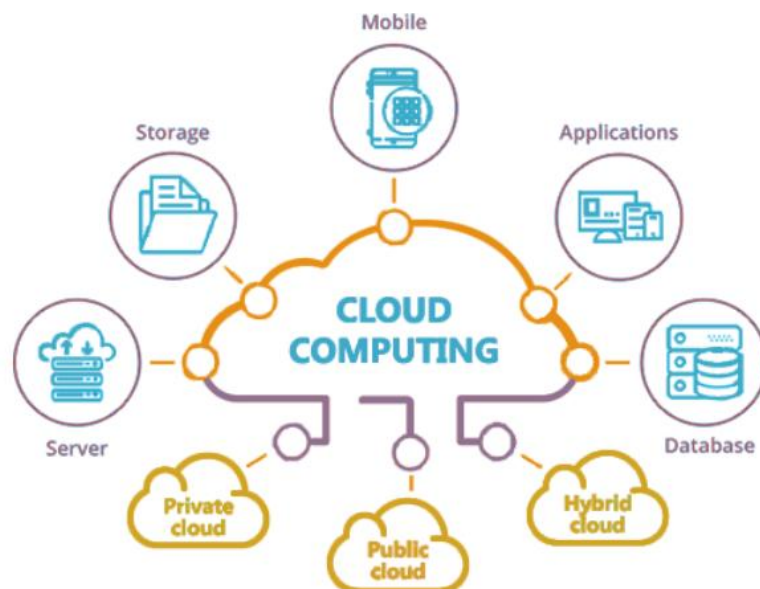




**Expression of Interest (EOI)  
for  
Cloud Technology Solution in the State of Nagaland  
Version 2**

Proprietary & Confidential  
May 2022



Prepared by the  
**NAGALAND STATE E-GOVERNANCE SOCIETY (NSeGS) /  
DIRECTORATE OF INFORMATION TECHNOLOGY &  
COMMUNICATION(DIT&C)  
GOVERNMENT OF NAGALAND**

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## Expression of Interest (EOI) for Cloud Technology Solution in the State of Nagaland

### 1. Data Sheet

#### 1.1 EOI Call Notice:

#### Expression of Interest (EOI) for Identifying the Cloud Service Providers (CSPs)

Sl.No.	Information	Details
1	EOI Reference Number	No. NSeGS/DIT&C/SDC-4/2013/57
2	Issue of EOI document	<a href="http://www.nagaland.gov.in">www.nagaland.gov.in</a>
3	EOI calling date	28-04-2022
4	Last date and Time for submission of queries for clarifications vide email	12 noon, 17-05-2022 Email: dit-ngl@nic.in
5	Last date for submission of EOI Response	12 Noon, 24-05-2022
6	Presentation on EOI Proposal by the Agencies	The date and time for presentations schedule will be informed to all applicants.
7	Addressee and Address at which proposal in response to EOI notice is to be submitted	Er. Tongtiliba Longkumer, Member Secretary, NSeGS/DIT&C and Director IT&C Directorate of Information Technology & Communication, Thizama Road Kohima- 797001, Nagaland  Email: dit-ngl@nic.in
8	Contact Person for queries	Mr. Alemchuba. Email: dit-ngl@nic.in (M) 8413952154

Please visit our website at <https://www.nagaland.gov.in>  
EOI document is free and full copy of the EOI document can be downloaded from the above website.

Director DIT&C  
Directorate of Information Technology & Communication,  
Thizama Road, Kohima, Nagaland  
Email: dit-ngl@nic.in

## 2. Introduction

NSeGS/DIT&C is a nodal agency for common IT infrastructure of Govt of Nagaland such as Naga State wide area network (Naga SWAN), State Data Centre (SDC) etc.

## 3. Project Background

MeitY has announced MeghRaj Policy to provide strategic direction for adoption of cloud services by the Government. The aim of the cloud policy is to realize a comprehensive vision of a government cloud (GI Cloud) environment available for use by central and state government line departments, districts, and municipalities to accelerate their ICT-enabled service improvements.

MeghRaj policy of MeitY states that “Government departments at the Centre and States to first evaluate the option of using the GI Cloud for implementation of all new projects funded by the government. Existing applications, services and projects may be evaluated to assess whether they should migrate to the GI Cloud.”

Taking demand into consideration, MeitY has initiated Provisional Empanelment of the cloud service offerings of Service providers that the end-user departments can leverage in addition to the National Cloud services offered by NIC for their e-governance solutions.

MeitY has recently revised the empanelment strategy and floated additional requirements for CSPs whose Cloud services are already empanelled with MeitY. The revised strategy for empanelment of Cloud Service Offerings of CSPs is based on the three key views - (i) ease in offering Cloud services to government and public sector organizations, (ii) faster procurement by the government and public sector organizations, and (iii) continuous monitoring of Cloud Service Providers and their offerings. The revised empanelment strategy allows CSPs to offer Cloud services under all three categories of Cloud Service Models. The following cloud service offerings offered by the Cloud Service Providers ([www://meity.gov.in](http://www://meity.gov.in)) for a combination of the Deployment Models (Public Cloud, Virtual Private Cloud and Government Community Cloud) have been provisionally empanelled by MeitY.

1. Infrastructure as a Service (IaaS)
2. Platform as a Service (PaaS)
3. Software as a Service (SaaS)

State Data Center (SDC) was built under NeGP Scheme (GoI) at Kohima, Nagaland. the Data Centre operations are currently operated and managed by NSeGS/DIT&C / DIT&C internally.

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Now, NSeGS/DIT&Cinvites Expression of Interest (EOI) from interested Cloud Service Providers (CSPs), on behalf of the IT&C department, to express their interest on the service/deployment models offered.

### 3.1 Eligible CSPs

This EOI is limited to MeitY cloud empanelled CSPs or cloud operators working globally or in India meeting the pre-requisite criteria. The MeitY empanelled Cloud Service Providers (CSPs) shall submit a copy of the MeitY cloud empanelment letter.

## 4. Scope

### 4.1 Objective

The objective of the EOI is to identify the CSP with best technology model and cost effectiveness.

In the above context, NSeGS/DIT&Cdesires to make use the cloud services to achieve the cost effectiveness, scalability, and ease of operations etc.

NSeGS/DIT&C/DITC invites EOIs from prospective cloud CSPs for submitting their proposals on offering the best practices and the various advantages of uses of Cloud Technology. The objective of the EOI is to identify the CSP with best technology model and cost effectiveness.

### 4.2 Requirements

The outcome of the EOI is to get the proposals for only 2 (IaaS & PaaS) models. Therefore, the cloud service providers shall offer their technical and commercial proposals:

### 4.3 IaaS Requirements

Sl. No	Category	Type	Configuration	Requirements
1	Compute (Virtual Machines)	Windows(Windows Server 2019 Standard)	vCPU-24 RAM- 128 GB HDD- 300 GB	2
2		Redhat Linux (Red Hat Enterprise Server 7.7)	vCPU-12 RAM- 64 GB HDD- 50 GB	1
3		Linux (Ubuntu-18, CentOS-7)	vCPU-96 RAM- 192 GB HDD- 1.2 TB	6
4	Storage	Block Storage	2TB	2TB
5		Backup Storage(D2D) IOPS	2TB 4000IOPS	2TB
6	Server Load balancer	Server Load balancer	Server Load balancer	2 Instances
7	Firewall	Firewall	Firewall	2 Instances
8	Web Application Firewall	WAF	Web Application Firewall	2 Instances
9	DDoS Mitigator	DDoS Mitigator	DDoS Mitigator	2 Instances
10	Switches	L3 / L2 Switches	Switches	2/2
11	Public IPs	Public IPs	Public IPs	/24
12	Active Directory Service	NA	Active Directory Service	NA
13	Backup Service	Backup Service	Backup Service (Enterprise Backup Application /Agent have functionality for application , Database Windows, linux . Online backup and online restore services. Provide the best possible agent for online backup and restore from disaster recovery.	1
14	Anti-Virus	Anti-Virus	Anti-Virus	1

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15	Internet	BW	1Gbps	1Gbps
16		Data Utilization	15 TB/Month	15 TB/Month
17	VPN	VPN Connectivity	100 SSL VPN Users with two factor authentication	100
18		VPN Data Utilization	1 TB/Month	1 TB/Month
19	Virtual Network	There is no Service Procurement Parameter for this service. All CSPs provide virtual network / subnet capability by default to their customers without any extra cost.	NA	NA
20	Enterprise Support Service	Example: (i) 24x7 access to email, chat, and phone support to notify and register the incidents (ii) 24x7 support for general guidance (iii) Response to be made available within 15 minutes for Business-Critical System Outage		1
21	Dashboard	Cloud dashboard		1

### 4.4 PaaS Requirements

Sl. No	Category	Type	Configuration	Requirements
1	DB Servers with Storage	MSSQL	(8vCPUs, 64GB Memory, 100GB OS Drive/Server	2
2		MYSQL	(8vCPUs, 64GB Memory, 50GB OS Drive/Server	8



## 5. Functional Requirements

### 5.1 Infrastructure as a Service (IaaS) Requirements

#### 5.1.1 Production Environment Requirement Environment Requirements

The CSP shall provide the compute, storage, networks, and other fundamental resources where NSeGS/DIT&C is able to deploy and run software. The CSP shall be responsible for managing and controlling the underlying Cloud infrastructure including operating systems, storage, network, security, etc. and the deployed applications shall be managed and controlled by the NSeGS/DIT&C.

The environment should be logically isolated, i.e., the pre-production environment shall be in a different VLAN from the production environment and the users of the different environments shall be in separate networks (e.g., development environment logically isolated from the other pre-production and production environments). A change release management and configuration management procedure shall be defined and implemented to process any change to the cloud environment / services.

#### 5.1.1.2 Specific Requirements for Infrastructure as a Service (IaaS)

The below mandatory requirements are applicable in addition to common technical controls for services offered by CSP from service model Infrastructure as a Service (IaaS)

1. The CSPs shall make the services available online, on-demand and dynamically scalable up or down as per request for service from the end users (NSeGS/DIT&C/user Department) with two-factor authentication via the SSL through a web browser.
2. The Service shall provide auto-scalable, redundant, and dynamic computing capabilities.
3. Service shall allow users to securely and remotely, load applications over the SSL VPN clients from the public internet.
4. Perform an Image backup of VM Image information or support the ability to take an existing running instance or a copy of an instance and export the instance into NSeGS/DIT&C required format.
5. Configuration and management of the Virtual Machine shall be enabled via a Web browser over the SSL VPN client from the public internet.
6. In case of suspension of a running VM, the VM shall still be available for reactivation for a reasonable time without having to reinstall or reconfigure the VM. In case of suspension beyond a reasonable time, all the data within it shall be immediately deleted / destroyed and certify the VM and data destruction to the NSeGS/DIT&C/User Department as per stipulations and shall ensure that the data is not forensically recovered.
7. CSP shall ensure that VMs receive OS patching, health checking, Systematic Attack Detection, and backup functions.

8. Monitor VM up/down status and resource utilization such as RAM, CPU, Disk, IOPS and network.
9. The NSeGS/DIT&C/User Department shall retain ownership of all virtual machines, templates, clones, and scripts/application created for department's applications. The respective Government Department retains the right to request (or should be able to retrieve) full copies of these virtual machines at any time.
10. The NSeGS/DIT&C/User Department retains ownership of Department loaded software installed on virtual machines and any application or product that is deployed on the Cloud by the NSeGS/DIT&C.
11. CSPs shall manage CSP provisioned infrastructure including VMs as per the ITIL standards.
12. The CSP to give details of the elastic capacity of the cloud during the traffic ups and downs.

## 5.2 Platform as a Service (PaaS) Requirements

- 1) The PaaS Offerings shall support for the development, deployment, and operation of custom applications.
- 2) The CSP shall provide the Cloud infrastructure and platform (such as Oracle, MSSQL, PostgreSQL, DB2, JBoss, WebLogic, WebSphere) to run the applications created using programming languages, libraries, services, and tools supported by the CSP. Further, PaaS shall provide a broad range of application infrastructure (Middleware) that supports a range of capabilities such as database management (with both SQL and NoSQL database), integration services, business process management, business analytics services, rules engines, event processing services and mobile back-end services. The NSeGS/DIT&C shall not manage or control the underlying Cloud infrastructure including network, security, servers, operating systems, or storage, but has control over the deployed applications and possible configuration settings for the application-hosting environment.
- 3) PaaS offerings shall provide developers and operators with a "Push and pull" mechanism for deploying and running applications
- 4) The PaaS offerings shall support a range of runtime environments [Government Department/NSeGS/DIT&C may indicate the runtime environments required]
- 5) Configuration requirements shall be kept to a minimum by default, at the same time offering the capability to control the configuration if required
- 6) The platform should include a database of the full application ecosystem (including what software is running on each host, who owns the application, and which versions are being used). This information should be available for the platform or for individual platform tenants.
- 7) Shall provide API Management capabilities - for ex: providing a level of

control, so that only authorized users can access the API and each user can only access those capabilities for which they have permission.

- 8) PaaS offerings shall assist the application lifecycle by providing development tools including code editors, code repositories, build tools, deployment tools, test tools and services and security tools. The tools shall also include a set of application monitoring and analytics services, including capabilities such as logging, log analysis and app usage analytics and dashboards.
- 9) PaaS offerings shall provide dashboards and APIs that enable customers to plug in their own operations toolsets. So, for example, capabilities to increase or decrease the number of running instances of an application to deal with varying application load.
- 10) PaaS offerings shall provide built-in Security Capabilities or meet the security requirements as indicated by Government, reducing the load on developers and operators to provide these capabilities that include firewall, secure protocol handling, access and authorization, encryption of data in motion and at rest, integrity checking, etc. PaaS systems shall offer these capabilities with minimal or no impacts on application mode, simplifying the programmers task
- 11) PaaS shall provide support for porting the existing applications so that the ported application will function correctly without the need for making modifications to the application

### 5.2.1 Specific Requirements for Platform as a Service (PaaS)

The below mandatory requirements are applicable in addition to common technical controls for services offered by CSP from Platform as a Service.

- 1) CSPs shall be responsible for development, deployment, operations and support of custom applications or any application procured by the NSeGS/DIT&C/User Department from Platform as a Service.
- 2) CSPs shall ensure multiple range of runtime environments are supported to enable User Departments to choose the most appropriate technology for the task.
- 3) CSPs shall be able to control the number of parallel running instances of an application to handle the anticipated workload or to meet resiliency goals.
- 4) CSPs shall ensure that any services offered from Platform as a Service are portable
- 5) CSPs shall ensure that services offered from Platform as a Service are available with automatic scale up and scale out to meet NSeGS/DIT&C/ User Departments performance requirements.
- 6) CSPs shall ensure that any service offered from Platform as a Service shall have uptime of Tier-III standard and there is no compromise on performance of the application
- 7) CSPs shall be responsible to clearly demonstrate to NSeGS/DIT&C/ User Department/3rd party assessor appointed by NSeGS/DIT&C at the time of

getting its services finalized.

- 8) CSPs shall ensure that User Departments are provided with Central web-based tool for monitoring and management of services

## 6. EOI Submission Process

### 6.1 Completeness of the EOI Document

Submission of the EOI response shall be deemed to have been done after careful study of the EOI document with full understanding of its implications. The same shall be submitted to NSeGS/DIT&C as per the timeline mentioned in the datasheet.

## 7. Preparation and submission of EOI

- a) All the pages of the EOI response paper must be sequentially numbered and must contain the list of contents with page numbers. Any deficiency in the documentation may result in the rejection of the application.
- b) All pages of the EOI shall be initialled and stamped by the person who signs the application.

## 8. Language

The response proposal shall be filled by the Applicant in English language only. If any supporting documents submitted are in any language other than English, translation of the same in English language is to be duly attested by the Applicants. For purposes of interpretation of the Proposal, the English translation shall govern.

## 9. Venue & Deadline for Submission of EOI

Proposals, in its complete form in all respects as specified in the EOI, must be submitted vide email mentioned in the datasheet [dit-ngl@nic.in](mailto:dit-ngl@nic.in) on or before the last date and time of submission of EOI. No other way of submission of EOI shall be considered. The applicant shall ensure that the infrastructure/network is intact while submitting the EOI online.

## 10. Evaluation Process

After examining the submission of the EOI proposals, the CSPs shall be intimated for a technical presentation of the proposed solutions. Time, date, and venue will be communicated via email.

### 10.1 Technical Presentation of Solution

- a) CSP shall give a detailed presentation on,
  - proposed solution
  - value added features and functionalities
  - Commercial involved in each solution to provide the idea and feasibility as envisioned by NSeGS/DIT&C.
- b) The CSPs shall validate initial productivity rates and cost/benefit projections
- c) Each CSPs shall demonstrate the process flow as mentioned above for the purpose of Presentation which shall be assessed based on the following test criterions:
  - i. Ease of provisioning
  - ii. Types of CSP Model
  - iii. Migration Model
  - iv. Security Feature

### 10.2 Evaluation committee

- a) NSeGS/DIT&C will constitute an Evaluation Committee to evaluate the responses of the CSPs.
- b) The Evaluation Committee constituted by NSeGS/DIT&C shall evaluate the responses to the EOI and all supporting documents & documentary evidence.

## 11. Payment Terms

Invoice to be raised on Quarterly basis. It may be revised during signing of agreement.

## 12. Terms and Conditions

- a) The CSPs/Bidders and their respective officers, employees, agents, and advisers shall observe the highest standard of ethics during the Selection Process. Notwithstanding anything to the contrary contained in this EOI, the NSeGS/DIT&C shall reject a Proposal without being liable in any manner whatsoever to the Bidder if it determines that the Bidder has, directly or indirectly or through an agent, engaged in corrupt practice, fraudulent practice, coercive practice, undesirable practice, or restrictive practice (collectively the “Prohibited

Practices”) in the Selection Process. In such an event, the NSeGS/DIT&C shall reject the proposal submitted.

- b) Without prejudice to the rights of the NSeGS/DIT&C under Clause above and the rights and remedies which the NSeGS/DIT&C may have under the EOI or the Agreement, if any CSPs/ Bidder, as the case may be, is found by the Authority to have directly or indirectly or through an agent, engaged or indulged in any corrupt practice, fraudulent practice, coercive practice, undesirable practice or restrictive practice during the Selection Process, or after the execution of the Agreement, such CSPs/Bidder shall not be eligible to participate in any tender or EOI issued by the NSeGS/DIT&C for a period of 2 (two) years.
- c) For the purposes of this Section, the following terms shall have the meaning hereinafter respectively assigned to them:
  - i. “corrupt practice” means the offering, giving, receiving, or soliciting, directly or indirectly, of anything of value to influence the action of any person connected with the Selection Process (for avoidance of doubt, offering of employment to or employing or engaging in any manner whatsoever, directly or indirectly, any official of the NSeGS/DIT&C who is or has been associated in any manner, directly or indirectly with the Selection Process or has dealt with matters concerning the Agreement or arising there from, before or after the execution shall be deemed to constitute influencing the action of a person connected with the selection process)
  - ii. “Fraudulent practice” means a misrepresentation or omission of facts or disclosure of incomplete facts, to influence the Selection Process.
  - iii. “Coercive practice” means impairing or harming or threatening to impair or harm, directly or indirectly, any persons or property to influence any person’s participation or action in the Selection Process.
  - iv. “Undesirable practice” means (i) establishing contact with any person connected with or employed or engaged by NSeGS/DIT&C with the objective of canvassing, lobbying or in any manner influencing or attempting to influence the Selection Process; or (ii) having a Conflict of Interest; and
  - v. “Restrictive practice” means forming a cartel or arriving at any understanding or arrangement among Bidders with the objective of restricting or manipulating a full and fair competition in the Selection Process.

### 12.1. Discipline

- a). The CSPs shall make sure that all the services being delivered by the CSPs are as per rules regulations of the NSeGS/DIT&C conveyed from time to time.
- b). The NSeGS/DIT&C shall always have the right and liberty to do a random inspection at its site through any of its officers.
- c). The Services rendered by the CSPs under this Agreement shall be under close supervision, coordination, and guidance of the NSeGS/DIT&C. The CSPs shall frame appropriate procedure for taking immediate actions as may be advised by the Director, IT&C or Member Secretary, NSeGS/DIT&C, Kohima, Nagaland from time to time.

### 12.2. Agreement and Nature of Agreement

An agreement shall have to be signed between the two parties and the parties will have to be considered to agree to and have a clear understanding of the following aspects:

- a) The Agreement is on the principal basis and does not create and shall not deem to create any employment relationship between the NSeGS/DIT&C and the CSPs or any of the resources deployed by the CSPs. The CSPs shall not by acts, deeds or otherwise represent to any person that the CSPs is representing or acting as the agent of the NSeGS/DIT&C, except to the extent and purpose permitted herein.
- b) The NSeGS/DIT&C shall not be liable for any obligations/ responsibilities, contractual, legal, or otherwise, towards the CSPs employees/Agent directly and indirectly in any manner whatsoever.

### 12.3. Statutory compliances

- a) The CSPs shall obtain all Registrations/ permissions, Licenses etc. Which are/may be required under any labour or other legislation for providing the services under this Agreement.
- b) The CSPs shall obtain all Licenses and support cost in case of any proprietary software/application, or any third-party application is used in development and mentioned beforehand.

- c) The CSPs shall provide and complete all the necessary training and support required for proper handover of the project to the NSeGS/DIT&C along with all digital properties like Source Code, User Manuals etc.
- d) It shall be the CSPs's responsibility to inform the NSeGS/DIT&C to ensure compliance of all the Central and State Government Rules and Regulations about the provisions of the services under this Agreement.
- e) The CSPs undertake to comply with the applicable provisions of all welfare legislation and more particularly with the Contract Labour (Regulation and Abolition Act, 1970, for carrying out and comply with all Government Laws concerning employment of staff employed by the CSPs and shall duly pay all sums of money to such staff as may be required to be paid under such laws. It is expressly understood that the CSPs is fully responsible to ascertain the applicability of Various Acts and take necessary action to comply with the requirements of law.

#### 12.4 Liabilities and remedies

In the event of failure of the CSPs to provide services or part thereof as mentioned in this Agreement for any reasons whatsoever, the NSeGS/DIT&C shall be entitled to procure services from other sources and the CSPs shall be liable to pay forthwith to the NSeGS/DIT&C the difference of payments made to such other sources, besides damages at double rate of payment.

#### 12.5 Losses suffered by CSPs

The CSPs shall not claim any damages, costs, charges, expenses, liabilities arising out of performance/non-performance of services, which it may suffer or otherwise incur by reason of any act/omission, negligence, default or error in judgment on part of itself and/or its personnel in rendering or non-rendering of the services, which it may suffer or otherwise incur by reason of any act/omission, negligence default or error in judgment on part of itself and/or its personnel in rendering or non-rendering the services under this Agreement.



## 12.6 Terms

- a) The Agreement shall be effective for a period of 2 years and can be extended further on such terms and conditions as may be deemed fit and proper by the NSeGS/DIT&C and mutually agreed by both the parties on the written request of the CSPs.
- b) The Agreement shall be renewable at the end of the current term for a successive term of 2 years unless either party gives written notice of its intention not to renew at least 1 month before the expiration of the current term.
- c) If either party believes that the other party materially breached any obligations under this Agreement, such party shall so notify the breaching party in writing. The breaching party shall have 60 days from the receipt of the notice to cure the alleged breach and to notify the non-breaching party in writing that cure has been effective. If the breach is not cured within the 60 days, the non-breaching party shall have the right to terminate the Agreement without further notice.
- d) In the event of early termination permitted by this Agreement, the CSPs shall not be entitled to a payment of any remaining period of the Agreement.
- e) This Agreement is subject to termination by either party upon at least 2 months' notice prior to the end of the then-current contract period.

## 12.7 Composition and Address of CSPs

- a) The CSPs shall furnish to the NSeGS/DIT&C all the relevant papers regarding its constitution, names and addresses of the management and the other key personnel of the CSPs and empanelment letter by MeitY, GOI.
- b) The CSPs shall always inform the NSeGS/DIT&C in writing about any change of its address or the names and the address of its key personnel. Further, the CSPs shall not change its own without prior approval of the NSeGS/DIT&C.

## 12.8 Validity of Proposals

The following will be considered for the validity of the proposals deemed submitted:

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- a) Proposals shall remain valid for a period of 90 (ninety) days from the date of opening of Proposal. The Director, NSeGS/DIT&C reserves right to reject a proposal valid for a shorter period as non-responsive.
- b) In exceptional circumstances, the Director, NSeGS/DIT&C may solicit the Bidder's consent to an extension of the period of validity. The request and the response thereto shall be made in writing. Extension of validity period by the bidder should be unconditional. A bidder may refuse the request without forfeiting the Earnest Money Deposit. A Bidder granting the request will not be permitted to modify its Proposal.

### 12.9 Right to accept or reject Proposal(s)

The Nagaland State e-Governance Society (NSeGS) reserves the right to accept or reject any or all the Proposals in whole or part at any time without assigning any reasons and without incurring any liability to the affected bidder(s) or any obligation to inform the affected bidder(s) of the grounds for such decision.

### 12.10 Fraud and Corruption

It is required that the CSPs/Bidders submitting Proposal must observe the highest standards of ethics during the process of selection and during the performance and execution of the contract.

(a) For this purpose, the definition of the terms is set forth as follows:

- i. "Corrupt practice" means the offering, giving, receiving, or soliciting of anything of value to influence the action of the Corporation or its personnel in contract executions.
- ii. "Fraudulent practice" means a misrepresentation of facts, to influence a selection process or the execution of a contract and includes collusive practice among bidders (prior to or after Proposal submission) designed to establish Proposal prices at artificially high or non-competitive levels and to NSeGS/DIT&C of the benefits of free and open competition.
- iii. "Unfair trade practice" means the supply of services different from what is ordered on or change in the Scope of Work.

- iv. “Coercive practice” means harming or threatening to harm, directly or indirectly, persons or their property to influence their participation in the selection process or execution of the contract.
- (b) The NSeGS/DIT&C will reject a proposal for award, if it determines that the Bidder recommended for award, has been determined to have been engaged in corrupt, fraudulent, or unfair trade practices.
- (c) The NSeGS/DIT&C will declare a bidder ineligible, either indefinitely or for a stated period, for awarding the contract, if it at any time determines that the CSPs has engaged in corrupt, fraudulent, and unfair trade practice in competing for, or in executing, the contract.

### 12.11 Clarifications and amendments of EOI

- a) During the process of evaluation of the Proposals, the NSeGS/DIT&C may, at its discretion, ask Bidders for clarifications on their proposal. The Bidders are required to respond within the prescribed timeframe.
- b) The NSeGS/DIT&C may for any reason, modify the EOI from time to time. The amendment(s) to the EOI would be clearly spelt out and the bidders may be asked to amend their proposal due to such amendments.

### 12.12 Disqualifications

The NSeGS/DIT&C may at its sole discretion and at any time during the evaluation of Proposal, disqualify any Bidder if the Bidder has:

- a) CSPs not Empanelled by MeitY GOI
- b) Made misleading or false representations in the forms, statements and attachments submitted in proof of the eligibility requirements.
- c) Submitted a proposal that is not accompanied by required documentation or is non-responsive.
- d) Failed to provide clarifications related thereto, when sought.
- e) Submitted more than one Proposal.

- f) Declared ineligible by the Government of India/State/UT Government for corrupt and fraudulent practices or blacklisted.
- g) Submitted a proposal with price adjustment/ variation provision.

### 12.13 Award of Contract

The NSeGS/DIT&C will notify the successful bidder in writing for finalizing the contract conditions. The successful bidders will be asked to sign the Contract Agreement within 7 days of the notification. After signing of the Contract Agreement, no variation in or modification of the terms of the Contract shall be made except by a written amendment signed by the parties.

### 12.14 Confidentiality

- a) Information relating to the examination, clarification and comparison of the Proposals shall not be disclosed to any Bidder or any other persons not officially concerned with such process until the selection process is over. The undue use by any Bidder of confidential information related to the process may result in rejection of its Proposal.
- b) Confidential information shall mean and include all confidential or proprietary information furnished, in whatever form or medium, or disclosed verbally or otherwise by the Bidder and/ or the NSeGS/DIT&C to each other including, but not limited to, the services, plans, financial data and personal statistics, whether marked as confidential or proprietary by the parties.
- c) The software developed for the NSeGS/DIT&C shall remain the property of NSeGS/DIT&C and CSPs has no right of claim for the use of this software for other NSeGS/DIT&Cs until and unless specific permission has been granted by the competent authority of the NSeGS/DIT&C.

### 12.15 Termination of Contract

The NSeGS/DIT&C will terminate in case of the following conditions:

- a) The term of Contract expires
- b) Termination of Contract by the Director, NSeGS/DIT&C due to non-performance of bidder during the execution of Project.
  - i. Performance is below the expected level
  - ii. Non-adherence to the timelines of the Project
  - iii. Quality of work is not satisfactory
  - iv. The NSeGS/DIT&C will give proper notice of 2 months to the CSPs in the matter along with supporting documents before initiating these proceedings.

### 12.16 Arbitration

The Director, Department of Information Technology & Communication, Government of Nagaland shall act as the arbitrator in case of any dispute arising between the two Parties. All legal matters pertaining to the Project shall be conducted solely under the jurisdiction of the Gauhati High Court, Kohima Bench, Nagaland.

## 13. Appendix-I: EOI Submission Forms

### 13.1 Form-1: Compliance Sheet

EOI No: \_\_\_\_\_, Date: \_\_\_\_\_

Please check whether following have been enclosed.

Sl. No	Enclosure description	Enclosed (Yes/No)	Annexure/Attachment/ Page No./ Envelop No. of the enclosure
1.	Copy of Certificate of Incorporation of Company or Registration Firm		
2.	Copy Goods Service Tax Registration		
3.	Copy of PAN no allotted by Income Tax Department		
4.	Copies of Annual audited accounts statements (P&L and Balance Sheets last three FY certified by a chartered Accountant		
5.	Letter of empanelment issued by MeitY, GOI		
5.	Application Letter (Form 2)		
6.	ISO 9001:2008 , ISO 27001:2013, ISO 20000:2011		
7.	Of the Applicant (Form 3)		
8	Previous work orders executed (Form 4)		
9	Total Cost (Form 5)		
10.	Self-declaration that the applicant has not been blocked / performance issues by any Govt./PSU .		
11.	OEM Authorization Letter (Form 6)		
12	Acceptance Of Terms & Conditions Contained In The EOI Document (Form 7)		
11.	Signed EOI Document		
12.	Signature with Date & Seal		
13.	Name		

Signature of the Applicant Date:

Place:

Company Seal

### 13.2 Form-2: Cover Letter

EOI No: \_\_\_\_\_, Date: \_\_\_\_\_

<Location, Date>

To

<CSP Address>

Subject: Submission of the EOI (-----)

Dear Sir/Madam,

We, the undersigned, offer to provide our services against your EOI No. <Insert EOI no> dated<insert date>. We are hereby submitting our Expression of Interest in printed format.

We hereby declare that all the information and statements made in this EOI Response are true and accept that any misinterpretation contained in it may lead to our disqualification. We agree to abide by all the terms and conditions of the EOI document. We understand you are not bound to accept any proposal you receive. We fully understand and agree to comply that on verification, if any of the information provided here is found to be misleading the short-listing process or unduly favours our company in the short-listing process, we are liable to be dismissed from the EOI selection process or termination of the contract during the project.

We hereby declare that our proposal submitted in response to this EOI is made in good faith and the information contained is true and correct to the best of our knowledge and belief.

Yours sincerely,

Authorized Signature [In full and initials]:

Name and Title of Signatory:

Name of Firm:

Address:

Location:

Date:

### 13.3 Form-3: Particulars of the Applicant

No: Date: \_\_\_\_\_

1.	Name of the Organisation	
2.	Organisation Status of Registration	
3.	Address of Corporate Office	
4.	Address of Office in AP (if any)	
5.	Telephone No	
6.	Email Address	
7.	Website	
8.	Registration No of Certificate of Incorporation & Date	
9.	Registration No of G.S.T & Date	
10.	Permanent Account Number of Income Tax & Date of Registration	
11.	No. of years of proven experience of providing similar Services	

Signature of witness

Signature of the Applicant

Date:

Date:

Place:

Place:

Company Seal



Expression of Interest (EOI) for Cloud Technology Solution in the State of Nagaland

13.4 Form-4: Format for List of Previous Work Orders Executed

EOI No: \_\_\_\_\_, Date: \_\_\_\_\_

SL. No	Name of Client, Contact Person, Contact Telephone No, Mobile No, Physical Address	Name of Project	Project Start Date and End Date, Brief of Project	Project Cost	Status (Complete/ In Progress/ Delay)

Note: The information provided in the above table must supported by copies of relevant work order and completion certificate.

Signature of witness

Signature of the Applicant

Date:

Place:

Date:

Place:

Company Seal

Expression of Interest (EOI) for Cloud Technology Solution in the State of Nagaland

### 13.5 Cost Proposals

#### 13.5.1 Form-5: Consolidated cost sheet for Public Cloud:

Sl. No	Description	Total price (In INR)	
1.	Primary Site (DC) Cost	Form-13.5.2	
2.	Manpower Cost if any		
	Total Cost		
(In words: Rupees )			

Signature of the applicant with Seal

#### 13.5.2 Cost Proposals Cloud

Sl.No.	Type	Private Cloud at DC	Unit cost (In Rs)	Tax (In Rs)	Total Cost for 1 year	Year on year discounted amount				Total cost for 5 years
						Y2	Y3	Y4	Y5	
1	Windows Server 2019 Standard	2								
2	Red Hat Enterprise	1								
3	Linux (Ubuntu-18,CentOS-7)	6								
4	Block Storage	1 TB								
5	Backup Storage (D2D)	1 TB								
6	Server Load balancer	2 Instances								
7	Firewall	2 Instances								
8	WAF	2 Instances								
9	DDoS Mitigator	2 Instances								
10	Switches	2/2								
11	Public IPs	/24								
12	Active Directory	NA								
13	Backup Service	1								
14	Anti-Virus	1								
15	Internet	1 Gbps								
16	Internet Data Utilization	1 TB/ Month								
17	VPN	100								
18	VPN Data Utilization	1 TB/ Month								
19	Enterprise Support Service	1								
20	Dashboard	1								
21	MSSQL (PaaS)	2								
22	MYSOL (PaaS)	8								
	Total									

**14 Form 6: Illustrative Manufacturers'/Producers' OEM Authorization Form**

*[This form must be provided by the OEMs of the products proposed]*

To,

The Director,  
Directorate of Information Technology & Communication,  
Thizama Road, Kohima-797001, Nagaland

Dear Sir,

**Ref: Your EOI Ref: [\*] dated [\*]**

We who are established and reputable manufacturers / producers of \_\_\_\_\_ having factories / development facilities at (*address of factory / facility*) do hereby authorize M/s \_\_\_\_\_ (*Name and address of Agent*) to submit a Bid and sign the contract with you against the above Bid Invitation. We hereby extend our full guarantee and warranty for the Solution, Products and services offered by the above firm against this Bid Invitation. We also undertake to provide any or all the following materials, notifications, and information pertaining to the Products manufactured or distributed by the Supplier:

- a. Such Products as the Purchaser may opt to purchase from the Supplier, provided, that this option shall not relieve the Supplier of any warranty obligations under the Contract; and
- b. in the event of termination of production of such Products:
  - i. advance notification to the Purchaser of the pending termination, in sufficient time to permit the Bank to procure needed requirements; and
  - ii. Following such termination, furnishing at no cost to the Purchaser, the blueprints, design documents, operations manuals, standards, source codes and specifications of the Products, if requested.

We duly authorize the said firm to act on our behalf in fulfilling all installations, Technical support and maintenance obligations required by the contract.

Yours faithfully,

(Name)

(Name of Producers)

***Note: This letter of authority should be on the letterhead of the manufacturer and should be signed by a person competent and having the power of attorney to bind the manufacturer. The Bidder in its Bid should include it.***

15. Form-7: Acceptance of terms & Conditions contained in the EOI Document

EOI No: \_\_\_\_\_, Date: \_\_\_\_\_, Location: \_\_\_\_\_

To

(Address of

Applicant)

Dear

Sir/Madam,

I have carefully gone through the Terms & Conditions contained in the EOI No: \_\_\_\_\_ regarding EOI No: \_\_\_\_\_.

I declare that all the provisions of this EOI Document are acceptable to my company. I further certify that I am an authorised signatory of my company and am, therefore, competent to make this declaration.

Signature of witness

Signature of the Applicant

Date:

Place:

Date:

Place:

Company Seal