

Request for Proposals (RFP)
for
Selection of Consultant
for
Assessment and Analysis of IT e-Readiness for Implementation
of Enterprise Architecture



NAGALAND STATE E-GOVERNANCE SOCIETY (NSeGS)
DEPARTMENT OF INFORMATION TECHNOLOGY & COMMUNICATION
GOVERNMENT OF NAGALAND

Contents

Section 1: Invitation for Proposal.....	4
1.1 RFP Notice	4
1.2 Critical Information.....	6
1.3 Other Important Information related to Bid	6
Section 2. Project Initiator Details & Coverage	8
2.1 Project Initiator.....	8
2.2. Project Coverage	8
Section 3: Introduction, Scope, Value Proposition & Principles.....	9
3.1 Title of the Project	9
3.2 Introduction to the Project.....	9
3.3 Objective & Scope	11
3.4 Main Features.....	13
3.5 Benefits.....	14
Section 4: Instructions to Bidders	15
4.1 General	15
4.2 Compliant Proposals / Completeness of Response	15
4.3 Pre-Bid Meeting & Clarifications	16
4.4 Responses to Pre-Bid Queries and Issue of Corrigendum	16
4.5 Cost of RFP.....	16
4.6 Earnest Money Deposit (EMD)/ Bid Security.....	17
4.7 Submission of Proposals	18
4.8 Bidder’s authorized signatory.....	20
4.9 Preparation and submission of Proposals	20
4.10 Venue & Deadline for Submission of Proposals	21
4.11 Evaluation process.....	21
4.12 Proposal opening.....	21
4.13 Proposal validity	22
4.14 Proposal evaluation	22
4.15 Criteria for evaluation.....	22
Section 5: Deliverables and Timelines.....	29
5.1 Deliverables	29
5.2 Implementation Timelines.....	30
5.3 Payment Terms & Schedule	30
5.4 Penalty.....	30

Section 6: Terms and Conditions	32
6.1 Discipline.....	33
6.2 Agreement and Nature of Agreement	33
6.3 Statutory compliances.....	33
6.4 Liabilities and remedies.....	34
6.5 Losses suffered by Bidder	34
6.6 Term.....	34
6.7 Composition and Address of Bidder	35
6.8 Validity of Proposals	35
6.9 Right to accept or reject Proposal(s)	35
6.10 Fraud and Corruption	35
6.11 Clarifications and amendments of RFP.....	36
6.12 Disqualifications	36
6.13 Award of Contract	36
6.14 Confidentiality	37
6.15 Termination of Contract	37
6.16 Arbitration	37
Appendix I: Pre-Qualification & Technical Bid Templates	38
Form1: Compliance Sheet for Pre-qualification Proposal	39
Form 2: IT Empanelment Undertaking	41
Form 3: Tender Acceptance Letter.....	42
Form 4: Price Bid Undertaking.....	43
Form 5: Particulars of the Bidder	44
Form 6: Bank Guarantee for Earnest Money Deposit	45
Form 7: Compliance Sheet for Technical Proposal.....	47
Form 8: Letter of Proposal.....	48
Form 9: Project Citation Format.....	49
Appendix II: Performance Bank Guarantee(PBG) towards Performance Security	52

GOVERNMENT OF NAGALAND
NAGALAND STATE EGOVERNANCE SOCIETY (NSeGS)
DIRECTORATE OF INFORMATION TECHNOLOGY & COMMUNICATION
(Below New Secretariat) Thizama Road, Nagaland: Kohima 797001

No.NSeGS/EA-1/ 2021

Dated Kohima, 19th July 2021

NOTICE INVITING E-TENDER

REQUEST FOR PROPOSAL (RFP) FOR SELECTION OF CONSULTANCY AGENCY FOR ASSESSMENT AND ANALYSIS OF IT E-READINESS FOR IMPLEMENTATION OF ENTERPRISE ARCHITECTURE

The Nagaland State e-Governance Society (NSeGS) invites e-Tenders from eligible for Assessment and Analysis of IT e-Readiness for Implementation of Enterprise Architecture.

Interested Bidders are requested to download the e-Tender Documents from www.nagalandtenders.gov.in and or www.nagaland.gov.in. All Bids should be submitted only through the **e-Tender Portal www.nagalandtenders.gov.in** and bids submitted through any other means shall not be accepted.

Important Dates

Sl	Events	Date
1	Start date of issuance / sale of RFP document	19 th July 2021
2	Start date and time for RFP Submission	6 th August 2021,2:00 PM
3	Last date and time for RFP Submission	14 th August 2021,2:00 PM
4	Date and time of opening of Pre-Qualification bids	16 th August 2021,12:00 Noon
5	Date and time for opening of Technical bids	17 th August 2021,12:00 Noon
6	Date and time for opening of Commercial bids	20 th August 2021,2:00 PM

Sd/- Er. Tongtiliba Longkumer
Member Secretary(NSeGS) & Director
Department of IT&C, Govt of Nagaland

Section I: Invitation for Proposal

1.1 RFP Notice

The Nagaland State e-Governance Society (NSeGS) invites e-Tenders from eligible IT empanelled Firms 2020-22 or Company registered under Companies Act, 1956 having its registered office in the State of Nagaland for Assessment and Analysis of IT e-Readiness for Implementation of Enterprise Architecture

Interested Bidders are requested to download the e-Tender Documents from www.nagalandtenders.gov.in and or www.nagaland.gov.in. (**Bidder Should be either be an IT Empaneled Firm, Registered with the Department of IT&C, Govt. of Nagaland or Company registered under Companies Act, 1956 and having its registered in the State of Nagaland**). All Bids should be submitted only through the e-Tender Portal www.nagalandtenders.gov.in and bids submitted through any other means shall not be accepted.

Important Dates / Venue

- | | |
|---|--|
| i. Date and Time for Start of Bid Submission | - 6 th August 2021,2:00 PM |
| ii. Last Date and Time of Online Bid Submission | - 14 th August 2021,2:00 PM |
| iv. Venue of Bid Opening | -
Directorate of Information
Technology Communication, Thizama
Road. Kohima, Nagaland |

This RFP Document is being issued for the selection of consultant for **Assessment and Analysis of IT e-Readiness for Implementation of Enterprise Architecture** and all interested Bidder agencies are advised to study this RFP document carefully before submitting their proposals in response to the RFP Notice. Submission of a proposal in response to this notice shall be deemed to have been done after careful study and examination of this document with the full understanding of its terms, conditions and implications.

SCHEDULE OF IMPORTANT DATES:

S. No.	Particular	Details
1	Start date of issuance / sale of RFP document online url	www.nagalandtenders.gov.in & www.nagaland.gov.in , 19 th July 2021
2	Last date for Submission of Queries	29 th July 2021 , 1: 00 PM
3	Pre-Bid Conference	30 th July 2021, 2:00 PM, Directorate of Information Technology & Communication, Thizama Road Kohima, Nagaland
4	Issue of Corrigendum (if any)	3 rd August 2021, 2:00 PM
5	Start date and time for RFP Submission	6 th August 2021,2:00 PM
6	Last date and time for RFP Submission	14 th August 2021,2:00 PM
7	Date and time of opening of Pre-Qualification bids	16 th August 2021, 12:00 Noon
8	Date and time for opening of Technical bids	17 th August 2021,12:00 Noon
9	Date and time for opening of Commercial bids	20 th August 2021,2:00 PM
10	Contact Person for queries	Er. Tongtiliba Longkumer, Member Secretary, NSeGS and Director IT&C Directorate of Information Technology & Communication, Thizama Road Kohima, Nagaland Email: dit-ngl@nic.in
11	Addressee and Address at which proposal in response to RFP notice is to be submitted:	Er. Tongtiliba Longkumer, Member Secretary, NSeGS and Director IT&C Directorate of Information Technology & Communication, Thizama Road Kohima, Nagaland Email: dit-ngl@nic.in

1.2 Critical Information

Sl. No	Information	Details
1	RFP Reference No. and Date	No.NSeGS/EA-1/2021, dated 19 th July 2021
2	Online Bid Submission Start Date	6 th August 2021,2:00 PM
3	Online Bid Submission End Date	14 th August 2021,2:00 PM
4	Place and Time for Opening of Technical Proposals	Directorate of Information Technology & Communication, Kohima
5	Place and Time for Opening of Financial Proposals	Directorate of Information Technology & Communication, Kohima
6	Contact Person for queries	Er. Tongtiliba Longkumer, Member Secretary, NSeGS and Director IT&C Directorate of Information Technology & Communication, Thizama Road Kohima, Nagaland Email: dit-ngl@nic.in
7	Addressee and Address at which proposal in response to RFP notice is to be submitted:	Er. Tongtiliba Longkumer, Member Secretary, NSeGS and Director IT&C Directorate of Information Technology & Communication, Thizama Road Kohima, Nagaland Email: dit-ngl@nic.in

1.3 Other Important Information related to Bid

Sl. No	Item	
1	Earnest Money Deposit (EMD) in the form of a Demand Draft/Bank Guarantee	INR 25000/- only in favour of the Nagaland State e-Governance Society (NSeGS)
2	Bid Validity Period	30 days from the last date of submission of proposals
3	Deadline / Last Date for furnishing Performance Security	Within seven to fifteen (7-15) working days of the date of notice of award of the contract

4	Performance Security Value (performance bank guarantee)	10% of the contract value. (NOTE: Performance Bank Guarantee must be from a nationalized bank, in the State of Nagaland.)
5	Performance Security validity period	30 days beyond the expiration of the contract
6		<p>Bidders must upload and submit on the eProcurement portal www.nagalandtenders.gov.in, all the items (documents), as per the folder structure specified on the eProcurement portal.</p> <p>Bidders must submit:</p> <p>All original instruments in hard copy like Tender Fees EMD, Demand Drafts on or before the Date and Time of Bid Opening at the Directorate of Information Technology & Communication, Kohima as specified in the Schedule of Important Dates above.</p>

Section 2. Project Initiator Details & Coverage

2.1 Project Initiator

- I. **Department/ Ministry initiating the project:** Nagaland State e-Governance Society (NSeGS), Department of IT&C , Government of Nagaland.
- II. **Contact details:** Shri. Tongtiliba Longkumer, Member Secretary, Nagaland State e-Governance Society(NSeGS), Department of Information Technology & Communication.

Address:

Nagaland State e-Governance Society(NSeGS),
Department of IT&C, New Capital Complex,
Kohima, Nagaland. 797001
Mail : Dit-ngl@nic.in

2.2. Project Coverage

The project will cover Assessment and Analysis of IT e-readiness for implementation of Enterprise Architecture for all the Directorate Offices in the State of Nagaland. The Selected Consultant will have to conduct surveys, assessments, analyze and identify gaps in IT infrastructure, Human resources, capacity building in terms of e-readiness in each Directorate Office. Details of Survey Checklist, Infra Requirements.

Section 3: Introduction, Scope, Value Proposition & Principles

3.1 Title of the Project

Assessment and Analysis of IT e-readiness for implementation of Enterprise Architecture for all Directorate Offices in the State of Nagaland

3.2 Introduction to the Project

Use of information technology to automate and digitize government activities and services is not new to India. The Digital India program launched by the Government of India aims to propel the country to the next level of e-Governance maturity. Envisaged to be a programme to transform India into a digitally empowered society and knowledge economy, it sets the long term direction. Similarly, states have their respective e-governance initiatives. Collectively, there is no dearth of programmes and projects to implement this vision. The question that emerges is with so many things happening, what should bind them together in a holistic approach, such that there is convergence and coherence. **Enterprise Architecture (EA)** is a new paradigm and it is a whole set of Government framework and it aims to adopt a mission-centric approach in its implementation. “Enterprise Architecture is a framework for conducting analysis, design, planning and implementation of the vision, goals, strategies, functions, activities and desired outcomes of an enterprise, using a holistic approach at all times, such that the IT infrastructure and IT services are always aligned to the business strategies and business services, through standardization and integration. EA enables a systematic and holistic development of a portfolio of eGovernance projects to provide integrated services to the stakeholders.

i. Need for EA

The need for enterprise architecture is felt because e-governance projects are standalone initiatives and rarely holistic. They don't conform to standards as defined by the government but are an automated result of the existing processes. Even if new systems are built the legacy systems continue, leading to a mismatch in delivery of services. Besides, many existing systems are vendor-driven and they seldom interact with others.

- ii. EA provides a generic framework, comprising a set of architecture reference models, which can be converted into an integrated architecture, including ministries, states, government agencies etc. EA will be based on a federal architecture that will accommodate both greenfield (new) and brownfield

(existing/legacy) e-governance initiatives. The framework consists of reference models such as Business, Application, Data, Technology, Performance, Security, Integration and Architecture Governance.

- iii. The essence of EA is adoption of a holistic approach in reimagining government and designing appropriate architectures that are consistent, interoperable, future-proof and facilitate a boundary-less information flow for delivery of services efficiently. The EA journey, by its very nature, will be effort-intensive and time-taking. Given that there are very few successful implementations of Enterprise Architecture globally, especially in the public sector, embarking on the EA journey enjoins several conditions precedent be satisfied. There are several risks inherent in the exercise. While establishing a ONE Government eco-system is the avowed goal of EA, the route to reach the goal has to be carefully planned and delineated so as to mitigate the risks and to derive the maximum benefits of an enterprise approach. In this chapter, an attempt is made to provide guidance on creating a high-level implementation plan that factors the risks and enables a steady progress in crossing the various milestones. There are four major milestones to be crossed in the EA journey –
 - a. assessing the capabilities and readiness of the organization for undertaking an EA initiative and, subject to a positive result,
 - b. customizing the EA Framework for the domain / enterprise being addressed
 - c. converting the Reference Models into a set of Architectures and
 - d. finally implementing the Enterprise Architecture in a closely coordinated and sequenced manner

As a step toward realizing this goal, the State Government plans to carry out EA Capability Assessment by measuring the capabilities of the enterprise along four dimensions – People, Process, Technology and Resources. The assessment on the People Dimension is meant to assess whether there exist an overarching political desire and an executive capacity to undertake what obviously is likely to be an arduous journey, and the persistence to overcome problems en route. The assessment on the Process Dimension is about knowing the readiness of the organization to take game-changing decisions, adopting global best practices, a keenness to enhance the citizen-centricity, efficiency and transparency and above all, an eco-system empowered to take quick decisions in the overall interests of the EA program. The assessment on the Technology Dimension involves gauging the technological maturity of the enterprise, in terms of the availability of enterprise-wide infrastructure and systems, well-established network of service delivery

channels and a clear roadmap for adoption of emerging technologies. A high score on the eGovernment Development Index is a favorable condition. The assessment on the Resource Dimension is looks at the existing budgetary resources, the recent trends of IT spend of the organization and the political commitment to provide the necessary budget support as needed.

3.3 Objective & Scope

To meet the growing demand for design, development, implementation and large scale roll-out of State Enterprise Architectures , NSeGS intends to select consultant to accelerate not only the identification of new areas of use of ICT but to assist in all activities related to e-Governance projects and mainly on e-readiness of all the Directorate in the State of Nagaland.

Selected consultant shall provide their services for Assessment and Analysis of IT e-readiness for implementation of Enterprise Architecture in all the Directorate offices in the State of Nagaland.

One of the primary objective of this exercise is assesed the progress of department in its ICT adoption .

IT e-Readiness can be considered as the ability to pursue value creation opportunities facilitated by information and communication technology (ICT). Therefore, it is not simply a matter of the number of computers, websites, Internet service providers, internet connections, telephones and mobiles in the state but also the ability or readiness to use technology skillfully at the level of the individual, business and the Government. We have become accustomed to ever-increasing application of ICT. In our measurement strategy we have tried to integrat

The purpose of this project is to Evaluate enterprise readiness and address issues before embarking on an EA project. The expected out of this project is to:

1. Assess organizational readiness across categories
2. Identify issues/risks which may impede success
3. Develop action plans for mitigating issues and risks

The first step is to determine what factors will impact the organisation transformation associated with the migration from the Baseline to Target Architectures. This is best achieved through the conduct detailed survey in all the directorate offices where all perspectives must be sought as the issues will be varied.

The broad scope of work will include:

- a) Analyze and Identify gap IT infrastructure Assess current (Baseline IT Architecture) maturity level by conducting
 - i. Surveys,
 - ii. Assessment,
 - iii. Analyze and Identify gap in IT infrastructure, Human Resource, capacity building.
- b) The assessment at the existing budgetary resources, the recent trends of IT spend of the organization and the commitment to provide the necessary budget support as needed.
- c) Determine the target maturity level that would have to be achieved to realize the Target IT Architecture
- d) Determine an intermediate target that would be achievable in a lesser timeframe.

List of Departments: All directorate and Govt offices in Kohima & Dimapur HQ.
Below list is a tentative list

Sr.no	Directorate & Offices
1	Accountant General Nagaland
2	Administrative Training Institute Kohima
3	Agriculture
4	DUDA
5	Economics and Statistics
6	Election Department
7	Evaluation Department
8	Finance Department
9	Fire and Emergency Services
10	Food and Civil Supplies
11	Forest
12	Gauhati High Court Kohima Bench
13	Health and Family Welfare
14	Higher Education
15	Home
16	Horticulture
17	Industries & Commerce
18	Information and Public Relation
19	Information Technology & Communication
20	Labour and Employment
21	Land Records and Survey
22	Lokayukta
23	Motor Vehicles

24	Nagaland Cooperative Society
25	Nagaland Home Guard and Civil Defense
26	Nagaland Police
27	Nagaland Pollution Control Board
28	Nagaland Public Works Department
29	Nagaland State Commission for Women
30	Nagaland State Disaster Management Authority
31	Nagaland State Extension Reforms
32	Nagaland State Information Commission
33	Nagaland State Mineral Development Corporation (NSMDC)
34	New and Renewable Energy
35	Personnel & Administrative Reforms
36	Power
37	Printing and Stationery
38	Public Health Engineering
39	Raj Bhavan
40	Rural Development
41	School Education
42	Science and Technology
43	Sericulture
44	Social Welfare
45	Soil and Water Conservation
46	State Commissioner for Persons with Disabilities
47	State Council of Educational Research and Training(SCERT)
48	State Institute of Rural Development
49	State Resource Centre for Women
50	Technical Education
51	Tourism Department
52	Urban Development Department
53	Veterinary and Animal Husbandry
54	Water Resources
55	Youth Resources and Sports

3.4 Main Features

- Eliminating system duplication and silos
- Aligning IT and process in the organization for strategic planning and investment reducing complexity in the IT infrastructure and improving the agility and dynamic change.
- The goal of this research and analysis was to develop and validate a theoretical model that analyzed the influence of TOE (technology-organization-environment) factors on the adoption of EA.

- Findings will provide analysis and influence of complexity of EA, ICT infrastructure, top management support, and external support on EA adoption by all the Directorate of State of Nagaland
- Together, the research findings add to the knowledge base in the EA area and contribute to better insights for EA initiators in their EA implementation plan and strategic planning to support EA implementation among all Directorate.

3.5 Benefits

- i. IT Scoping and purpose
- ii. IT Assessment and evaluation
- iii. IT Development methodology and tool support
- iv. Process-driven approach
- v. EA governance
- vi. IT driven investment and strategies
- vii. Skilled team, training and education

Section 4: Instructions to Bidders

4.1 General

While every effort has been made to provide comprehensive and accurate background information and requirements and specifications, Bidders must form their conclusions about the solution needed to meet the requirements. Bidders and recipients of this RFP may wish to consult their legal advisers in relation to this RFP. All information supplied by Bidders may be treated as contractually binding on the Bidders, on the successful award of the assignment by the NSeGS based on this RFP. No commitment of any kind, contractual or otherwise, shall exist unless and until a formal written contract has been executed by or on behalf of the NSeGS. Any notification of preferred Bidder status by the NSeGS shall not give rise to any enforceable rights by the Bidder. The NSeGS may cancel this public procurement at any time before a formal written contract being executed by or on behalf of the NSeGS.

The NSeGS reserves the right to accept/reject, all/any Bids received against this e-Tender without assigning any reason whatsoever.

This RFP supersedes and replaces any previous public documentation & communications, and Bidders should place no reliance on such communications.

4.2 Compliant Proposals / Completeness of Response

Bidders are advised to study all instructions, forms, terms, requirements and other information in the RFP documents carefully. Submission of the bid shall be deemed to have been done after careful study and examination of the RFP document with the full understanding of its implications.

Failure to comply with the requirements of this paragraph may render the Proposal non-compliant and the Proposal may be rejected. Bidders must:

1. Include all documentation as required and only in the formats specified in this RFP.
2. Follow the format of this RFP and respond to each element in the order as set out in this RFP.
3. Comply with all requirements as set out within this RFP.

4.3 Pre-Bid Meeting & Clarifications

4.3.1 Pre-bid Conference

- I. NSeGS shall hold a pre-bid meeting with the prospective Bidders **on 30th July 2021, 2:00 PM** at the Directorate of Information Technology & Communication, Kohima, Nagaland.
- II. The Bidders will have to ensure that their queries for the pre-bid meeting should reach the Member Secretary, NSeGS & Director, IT&C via email to dit-ngl@nic.in, on or before **29th July 2021, 1:00 PM** .
- III. The queries should indicate the Bidders Name and Firms Name with the subject **“Selection of Consultant for Assessment and Analysis of IT e-readiness for implementation of Enterprise Architecture ”**.

NSeGS shall not be responsible for ensuring that the Bidders’ queries have been received by them. Any requests for clarifications post the indicated date and time will not be entertained by the NSeGS.

4.4 Responses to Pre-Bid Queries and Issue of Corrigendum

- I. The Nodal Officer notified by the NSeGS will endeavour to provide a timely response to all queries. However, NSeGS makes no representation or warranty as to the completeness or accuracy of any response made in good faith, nor does NSeGS undertake to answer all the queries that have been posted by the Bidders.
- II. At any time before the last date for receipt of bids, NSeGS may, for any reason, whether at its own initiative or in response to a clarification requested by a prospective Bidder, modify the RFP Document by a corrigendum.
- III. The corrigendum (if any) & clarifications to the queries from all Bidders will be posted on the websites <https://nagaland.gov.in>, <https://ditc.nagaland.gov.in> and www.nagalandtenders.gov.in.
- IV. Any such corrigendum shall be deemed to be incorporated into this RFP.
- V. To provide prospective Bidders reasonable time for taking the corrigendum into account, the NSeGS may, at its discretion, extend the last date for the receipt of Proposals.

4.5 Cost of RFP

This Request for Proposal (RFP) is available to interested bidders for a fixed non-refundable fee of **Rs. 10000.00** which may be submitted as Demand Draft payable at Kohima addressed to the Nagaland State e-Governance Society (NSeGS).

This Request for Proposal can be downloaded from www.nagaland.gov.in or www.nagalandtenders.gov.in.

The demand draft of RFP document fees should be submitted in ORIGINAL at the time of Bid Opening. Proposals received without or with inadequate RFP Document fees shall be summarily rejected.

4.6 Earnest Money Deposit (EMD)/ Bid Security

Bidders shall submit, along with their Proposals, an EMD of **Rs. 25000.00** (Rupees Twenty Five Thousand only), in the form of a demand draft OR Bankers Cheque OR Bank Guarantee.

The payment transfer related information is as follows :

EMD should be issued by a Nationalised bank in the State of Nagaland , in favour of Nagaland State e-Governance Society, Kohima. The EMD should remain valid for a period of 45 days beyond the final tender validity period.

Demand Draft/Banker cheque: Payable at Kohima addressed to the Nagaland State e-Governance Society (NSeGS).

Bank Guarantee: <details>

(NOTE: Bank Guarantee should be provided by any nationalized bank, in the State of Nagaland.) as per format specified in Form 6

EMD of all unsuccessful Bidders would be refunded by the NSeGS within 30 days of the Bidder being notified as being unsuccessful. The EMD, for the amount mentioned above, of successful Bidder would be returned upon submission of Performance Bank Guarantee as per the format provided in Appendix II.

The EMD amount is interest-free and will be refundable to the unsuccessful Bidders without any accrued interest on it. Proposals not accompanied with the EMD or containing EMD with infirmity(ies) (relating to the amount or validity period etc.), mentioned above, shall be summarily rejected.

The EMD may be forfeited in the event of:

1. A Bidder withdrawing its bid during the period of bid validity
2. A successful Bidder fails to sign the subsequent contract in accordance with this RFP
3. The Bidder is found to have indulged in any suppression of facts, furnishing of the fraudulent statement, misconduct, or other dishonest or other ethically improper activity, in relation to this RFP

4.7 Submission of Proposals

4.7.1 Online Submission on e-Procurement portal

Bidders should submit their responses as per the procedure specified in the e-Procurement portal www.nagalandtenders.gov.in being used for this purpose. Generally, the items to be uploaded on the portal would include all the related documents mentioned in this RFP, such as:

1. Tender Fee
2. EMD
3. Pre-qualification response including additional certifications/documents like Bid Undertaking, Financial Bid undertaking, Power of Attorney, CA certificates on turnover, etc.
4. Technical Proposal
5. Financial proposal

However, each of the above documents must be uploaded in the format specified for this purpose and as per the specified folder structure in the e-Procurement portal. The Bidder is expected to combine all pages of their Proposal Documents into a single PDF and ensure that the Proposal Document is digitally signed by the Authorized Signatory of the bidding firm and has been duly submitted (freeze) within the submission timelines. The Nagaland State e-Governance Society will in no case be responsible if the bid is not submitted online within the specified timelines.

All the pages of the Proposal document for each Cover/Folder i.e Pre-Qualification, Technical 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 Bidder's Proposal.

General instructions to Bidders for submission on e-Procurement Portal

1. Bidder should do Online Enrolment in www.nagalandtenders.gov.in Portal using the option Click Here to Enroll available in the Home Page. Then the Digital Signature enrollment has to be done with the e-token, after logging into the portal. The e-token may be obtained from one of the authorized Certifying Authorities such as eMudhraCA/GNFC/IDRBT/MtnITrustline/SafeScript/TCS.
2. Bidder then logs into the portal giving the user id/password chosen during enrollment.
3. The e-token that is registered should be used by the bidder and should not be misused by others.
4. DSC once mapped to an account cannot be remapped to any other account. It can only be Inactivated.

5. The Bidders can update well in advance, the documents such as certificates, purchase order details etc., under the My Documents option and these can be selected as per tender requirements and then attached along with bid documents during bid submission. This will ensure a lesser upload of bid documents.
6. After downloading/getting the tender schedules, the Bidder should go through them carefully and then submit the documents as per the tender document, otherwise, the bid will be rejected.
7. The BOQ template must not be modified/replaced by the bidder and the same should be uploaded after filling the relevant columns, else the bidder is liable to be rejected for that tender. Bidders are allowed to enter the Bidder Name and Values only.
8. Bidder, in advance, should prepare the bid documents to be submitted as indicated in the tender schedule and they should be in PDF/XLS formats. If there is more than one document, they can be clubbed together.
9. The bidder should arrange for the EMD as specified in the tender. The original should be posted/couriered/given in person to the Tender Inviting Authority, within the bid submission date and time for the tender.
10. The bidder reads the terms and conditions and accepts the same to proceed further to submit the bids. The bidder has to submit the tender document(s) online well in advance before the prescribed time to avoid any delay or problem during the bid submission process.
11. There is no limit on the size of the file uploaded at the server end. However, the upload is decided on the Memory available at the Client System as well as the Network bandwidth available at the client side at that point in time. To reduce the file size, bidders are suggested to scan the documents in 75-100 DPI so that the clarity is maintained and also the size of the file gets reduced. This will help in quick uploading even at very low bandwidth speeds.
12. It is important to note that, the bidder has to Click on the Freeze Bid Button, to ensure that he/she completes the Bid Submission Process. Bids That are not Frozen are considered Incomplete/Invalid bids and are not considered for evaluation purposes.
13. In case of Offline payments, the details of the Earnest Money Deposit (EMD) document submitted physically to the Department and the scanned copies furnished at the time of bid submission online should be the same otherwise the Tender will be summarily rejected.
14. The Tender Inviting Authority (TIA) will not be held responsible for any sort of delay or the difficulties faced during the submission of bids online by the bidders due to local issues.

15. At the time of freezing the bid, the eProcurement system will give a successful bid updation message after uploading all the bid documents submitted and then a bid summary will be shown with the bid no, date & time of submission of the bid with all other relevant details. The documents submitted by the bidders will be digitally signed using the e-token of the bidder and then submitted.
16. After the bid submission, the bid summary has to be printed and kept as an acknowledgement as a token of the submission of the bid. The bid summary will act as proof of bid submission for a tender floated and will also act as an entry point to participate in the bid opening event.
17. Successful bid submission from the system means, the bids as uploaded by the bidder is received and stored in the system. The system does not certify for its correctness. The bidder should see that the bid documents submitted should be free from virus and if the documents could not be opened, due to virus/malware, during tender opening, the bid is liable to be rejected.
18. The time that is displayed from the server clock at the top of the tender Portal, will be valid for all actions of requesting bid submission, bid opening etc., in the e-Procurement portal. The Time followed in this portal is as per Indian Standard Time (IST) which is GMT+5:30. The bidders should adhere to this time during bid submission.
19. All the data being entered by the bidders would be encrypted at the client end, and the software uses PKI encryption techniques to ensure the secrecy of the data. The data entered will not be viewable by unauthorized persons during bid submission and not viewable by anyone until the time of bid opening. Overall, the submitted bid documents become readable only after the tender opening by the authorized individual.
20. The bidders are requested to submit the bids through an online eProcurement system to the TIA well before the bid submission end date and time (as per Server System Clock).

4.8 Bidder's authorized signatory

A Proposal should be accompanied by an appropriate board resolution or power of attorney in the name of an authorized signatory of the Bidder stating that he is authorized to execute documents and to undertake any activity associated with the Bidder's Proposal. A copy of the same should be uploaded under the relevant section/folder on the e-Procurement portal. Furthermore, the bid must also be submitted online after being digitally signed by an authorized representative of the bidding entity.

4.9 Preparation and submission of Proposals

The Bidder shall be responsible for all costs incurred in connection with participation in the RFP process, including, but not limited to, costs incurred in the conduct of informative and

other diligence activities, participation in meetings/discussions/presentations, preparation of the proposal, in providing any additional information required by NSeGS to facilitate the evaluation process, and in negotiating a definitive contract or all such activities related to the bid process. NSeGS will in no event be responsible or liable for those costs, regardless of the conduct or outcome of the bidding process.

4.10 Venue & Deadline for Submission of Proposals

Online Submission on e-Procurement portal

In the case of e-Procurement, the response to RFPs must be submitted on the eProcurement portal www.nagalandtenders.gov.in only, by the date and time specified in this RFP. Any proposal submitted on the portal after the above deadline will not be accepted and hence shall be automatically rejected. NSeGS shall not be responsible for any delay in the submission of the documents. Furthermore, any Proposals submitted physically or through any other means except Online Submission through the e-Procurement Portal shall be summarily rejected.

4.11 Evaluation process

1. The NSeGS will constitute a committee to evaluate the responses of the Bidders (Evaluation Committee).
2. The Evaluation Committee constituted by the NSeGS shall evaluate the responses to the RFP and all supporting documents/documentary evidence. The inability of a Bidder to submit required supporting documents/documentary evidence within the Bidding time provided to it may lead to the Bidder's Proposal being declared non-responsive.
3. The decision of the Evaluation Committee in the evaluation of responses to the RFP shall be final. No correspondence will be entertained outside the process of negotiation/discussion with the Evaluation Committee.
4. The Evaluation Committee may invite each bidder to make a presentation. The purpose of such presentations would be to allow the bidders to present their proposed solutions to the evaluation committee and the key points in their proposals.
5. The Evaluation Committee reserves the right to reject any or all Proposals based on any deviations contained in them.

4.12 Proposal opening

The Proposals submitted will be opened by the Nodal Officer or any other officer authorized by the NSeGS, in the presence of the Bidder's representatives who may be present at the time of opening.

The representatives of the Bidders are advised to carry an identity card or a letter of authority from the Bidding entity to identify their bonafides for attending the opening of the Proposal.

4.13 Proposal validity

The offer submitted by the Bidders should be valid for a minimum period of 60 days from the date of submission of the Proposal.

4.14 Proposal evaluation

Initial Proposal scrutiny will be held to confirm that Proposals do not suffer from the infirmities detailed below. Proposals will be treated as non-responsive if a Proposal is found to have been:

- i. submitted in a manner not conforming with the manner specified in the RFP document
- ii. submitted without appropriate EMD as prescribed herein.
- iii. received without the appropriate or power of attorney.
- iv. containing subjective/incomplete information.
- v. submitted without the documents requested in the checklist.
- vi. non-compliant with any of the clauses stipulated in the RFP.
- vii. having lesser than the prescribed validity period for any instrument.
- viii. submitted without appropriate accompanying Tender Fees as stipulated in this RFP.

All responsive bids will be considered for further processing as below. The NSeGS will prepare a list of responsive Bidders, who comply with all the Terms and Conditions of the Tender. All eligible bids will be considered for further evaluation by a Committee according to the Evaluation process defined in this RFP document. The decision of the Evaluation Committee will be final in this regard.

4.15 Criteria for evaluation

4.6.1 Pre-qualification (PQ) criteria

The Eligibility / Pre-Qualification (PQ) criteria that should be met are:

1. IT Empanelment Undertaking (Form – 2) or Company registered under Companies Act, 1956 having its registered office in the State of Nagaland.
2. Tender Acceptance Letter (Form -3).
3. Copy of Tender Fee DD
4. Copy of EMD.
5. Price Bid Undertaking (Form -4).
6. GST Registration Certificate of the Firm (**Registered in the State of Nagaland**).
7. Bidder's Competence

***NB : The Bidders must respond to the RFP using the forms given in Appendix I, Slno(A) Pre-Qualification.**

Sr.no	Basic Requirement	Specific Requirements	Documents Required
1.	Legal Entity	Should be Company registered under Companies Act, 1956 having its registered office in the State of Nagaland. Should have GST registration in the State of Nagaland OR Should be IT Empanelled Firm, Registered with the Department of IT&C, Govt. of Nagaland.	Registration of Companies / Trade License and GST registered in the State of Nagaland OR IT Empanelment 2020-22 Undertaking.
2.	Sales Turnover in Consulting (or IT Consulting, depending on the nature of work)	Annual Sales Turnover generated from services related to Consulting (or IT Consulting) during each of the last three financial years (as per the last published Balance sheets), should be at least Rs. 50 Lakh. This turnover should be on account of Consulting (or IT Consulting) and may comprise of sales revenues related to supply of hardware/IT infrastructure and their associated maintenance services, implementation of packaged software etc.	Extracts from the audited Balance sheet and Profit & Loss; OR Certificate from the statutory auditor
3.	Technical Capability	The consultant must have completed in the last 5 years at least one project in IT consulting engagement Or IT Software Development.	Completion Certificates from the client; OR Work Order + Self Certificate of Completion (Certified by the Statutory Auditor); OR Work Order + Phase Completion Certificate from the client

4.	ManPower Strength	The bidder must have on its rolls consulting staff of at least 5 technically qualified personnel (B.E./B.Tech/MCA/MBA) in the area of consulting services for IT-related projects including e-Governance, Program/Project Management, IT Infrastructure, IT security and IT Procurement and who possess relevant degrees/credentials with prior experience in providing the above-consulting services as on 31st March 2021	Certification by the Head (HR) for the number of technically qualified professionals employed by the company
5.	Blacklisting	The bidder shall not be blacklisted by any Central/ State Government (Central/ State Government and Public Sector) or under a declaration of ineligibility for corrupt or fraudulent practices as of 31st March 2021	Self-certification by the authorized signatory that it has not been blacklisted by Central/ State Government Departments or PSUs for corrupt or fraudulent practices.

4.6.2 Technical Qualification Criteria

Bidders who meet the pre-qualification/eligibility requirements as of the date of bid submission would be considered qualified to move to the next stage of Technical Evaluation.

***NB : The Bidders must respond to the RFP using the forms given in Appendix I, Slno(B) Technical Bids.**

TECHNICAL EVALUATION SCORING MODEL

S. No	Criteria	Basis for valuation	Max Marks	Supporting
1	COMPANY PROFILE		20	
	Average turnover from IT consultancy, IT software development, IT infrastructure implementation or Enterprise Implementation Work in last 3 years.	50 Lakh – 10 Marks 51 to 1Crore – 15 Marks Above 1Crore – 20 Marks [The above ranges are average Revenue Turnover for the last 3 financial years]		Extracts from the audited Balance sheet and Profit & Loss; OR Certificate from the statutory auditor
2	RELEVANT STRENGTHS		20	

b.	Minimum of 1 Government IT Consultancy in Hardware, Software Development, Portals, Websites, System Integration, App Development etc for any Govt Departments in Nagaland, in the last 5 years.	1-5 IT Projects – 10 Marks 6-10 IT Projects – 15 Marks 10+ IT Projects – 20 Marks	20	Work Order / Completion Certificate from Concerned Govt. Department.
3	APPROACH & METHODOLOGY		50	
	Solution Proposed Demonstration of understanding of the Department’s requirements & Project work break down structure as provide in FORM 10 by the bidder.	Qualitative assessment based on Demonstration of understanding of the Department’s requirements through providing: – Solution proposed and its components, – Technologies used, – Learning on Issues – Challenges – Mitigation proposed – Client references: --Sample Survey (Questionnaire) Qualitative assessment based on timelines, resource assignment, dependencies and milestones	50	Proposal and presentation Documents
4	RESOURCE PROFILE		10	
	Resume of all key technical resources proposed for the assignment	Qualitative assessment	10	Letter of information with manpower profiles

Bidders, whose bids are responsive, based on minimum qualification criteria/documents as in Pre-Qualification Criteria and score at least 70 marks in the (given) defined scoring mechanism would be considered technically qualified. Price Bids of such technically qualified Bidders alone shall further be opened. **Bidders may be called for technical presentation before the finalization of technical evaluation.**

4.6.3 Commercial Bid Evaluation

- 1 The Financial Bids of technically qualified bidders will be opened on the prescribed date in the presence of Bidder representatives.
- 2 If a firm quotes NIL charges/consideration, the bid shall be treated as unresponsive and will not be considered.
- 3 The Bidder with the lowest qualifying financial bid (L1) will be awarded 100%
- 4 Only fixed price financial bids indicating the total price for all the deliverables and services specified in this bid document will be considered.
- 5 The bid price will include all taxes and levies and shall be in Indian Rupees and mentioned separately.
- 6 Any conditional bid would be rejected
- 7 Errors & Rectification: If there is a discrepancy between words and figures, the amount in words will prevail.
- 8 The e-Procurement System will auto-evaluate the Price Bids.

4.6.4 Final Evaluation

The Bidder securing 70 or more scores in the technical evaluation will only be eligible and qualify for the opening of the financial bid. The Bidder with the lowest qualifying financial bid (L1) will be awarded 100%

In the event the bid composite bid scores are 'tied', the Bidder securing the highest technical score will be adjudicated as the Best Value Bidder for the award of the Project.

4.6.5 Appointment of Systems Implementation Agency/Partner

4.6.5.1 Award Criteria

The NSeGS will award the Contract to the successful Bidder whose proposal has been determined to be substantially responsive and has been determined as the most responsive bids as per the process outlined above.

4.6.5.2 Right to Accept Any Proposal and To Reject Any or All Proposal(s)

The NSeGS reserves the right to accept or reject any proposal and to annul the tendering process / Public procurement process and reject all proposals at any time before award of contract, without thereby incurring any liability to the affected Bidder or Bidders or any obligation to inform the affected Bidder or Bidders of the grounds for NSeGS action.

4.6.5.3 Notification of Award

Before the expiration of the validity period, NSeGS will notify the successful Bidder in writing or by fax or email, that its proposal has been accepted (Letter of Intent). In case the tendering process / public procurement process has not been completed within the stipulated period, the NSeGS may request the Bidders to extend the validity period of their Proposal. The decision to extend the validity period of a Bidder's Proposal shall be the Bidder's sole prerogative.

4.6.5.4 NSeGS Contract finalization and award

The NSeGS shall reserve the right to negotiate with the Bidder(s) whose Proposal has been ranked best value bid based on Technical and Commercial Evaluation to the proposed Project. On this basis, the draft contract agreement would be finalized for award & signing.

4.6.5.5 Performance guarantee

On receipt of a letter of intent from the NSeGS, the successful Bidder will furnish a bank guarantee, by way of performance security, equivalent to 10 per cent of the total contract value, on or before the signing of the subsequent contract, typically within 7-15 days from notification of award, unless specified to the contrary (Performance Guarantee).

In case the successful Bidder fails to submit a Performance Guarantee within the time stipulated, the NSeGS may at its sole discretion cancel the letter of intent without giving any notice and encash the EMD furnished by the Bidder, in addition to any other right available to it under this RFP.

The Performance Guarantee furnished by the successful Bidder shall be in the manner prescribed in Appendix II. The successful Bidder shall ensure, the Performance Guarantee is valid at all times during the Term of the subsequent contract (including any renewal) and for 60 days beyond all contractual obligations, including warranty terms.

The NSeGS may invoke the Performance Guarantee in the event of a material breach, Timeline breach by the successful Bidder.

4.6.5.6 Signing of contract

After receipt of valid Performance Guarantee from the successful Bidder, the parties shall enter into a contract, incorporating all clauses, pre-bid clarifications and the Proposal of the Bidder, between the NSeGS and the successful Bidder.

4.6.5.7 Failure to Agree with the Terms and Conditions of the RFP

Failure of the successful Bidder to agree with the Draft Legal Agreement and Terms & Conditions of the RFP shall constitute sufficient grounds for the annulment of the award, in which event NSeGS may award the contract to the next best value Bidder or call for new proposals from the interested Bidders. In such a case, the NSeGS shall invoke the PBG of the most responsive Bidder.

Section 5: Deliverables and Timelines

5.1 Deliverables

A. Submission of Report and assessment as given below :

1. Survey report department wise, As-is assesment in terms

- ICT infrastructure
- Budgetary allocation on ICT.
- Human Resource
- Capacity Building
- Usage for ICT for public service delivery

Above collected data must be submitted and presented to NSeGS Digital format.

2. Deptment wise skill/training requirements for Department Personnel (category wise) on the use of the Enterprise Architecture Application/System.

3. Analyze and Identify gap IT infrastructure for Enterprise Architecture (Departments wise)

4. The assessment of existing budgetary resources, the recent trends of IT spending of the Departments and the commitment.

5. Develop action plans for mitigating issues and risks.

6. Determine the target maturity level that would have to be achieved to realize the Target IT Architecture and also a detail strategic plan for achieving an intermediate target that would be achievable in a lesser timeframe.

B. Minimum 100 hard Copies in color of the final report .

5.2 Implementation Timelines

The project is to be completed within 6(six) months the milestones timelines are listed below:

Sr. no.	Activities	Purpose	Pre-cursor Activities	Responsibility	End Date
1	Project Initiation	Start of survey/assessment	Issue of Work Order to most responsive Bidder	Bidder	T
2	Status Reports	showing proposed vs actual progress, delays (if any), and support required, gaps identified till date etc.		Bidder	Bi-weekly or as required by DIT&C
3	Submission of report	Completion of survey/assessment report		Bidder	T1=T + 4 months
4	Review and validation by NSeGS	Review and verify the report		NSeGS/Line Department	T2=T1+1 Months
5	Final Submission of report	Completion of survey/assessment report		Bidder	T3=T2 + 1 Months
6	Final Acceptance of report	Completion of survey/assessment report		NSeGS/Line Department	

5.3 Payment Terms & Schedule

S. No.	Milestone	Billable Fee (as % of Contract Value)
1.	Submission of report	15%
2.	Acceptance of the final report	85%

5.4 Penalty

The Bidder/Consultant is expected to provide the report as per the given Timeline mentioned in **Section 5.2**. In case these timelines cannot be achieved, it shall result in a breach of contract and invoke the penalty clause as below.

- Deduction of 1% of Contract value per week or part thereof for the delay in implementation subject to a maximum of 5% of the contract value.
- Once the maximum penalty reached, NSeGS may terminate the contract and forfeit the Performance BG.

Section 6: Terms and Conditions

General Terms and Conditions

1. The Bidders/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 RFP, the NSeGS 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 shall, without prejudice to its any other rights or remedies, forfeit and appropriate the Bid Security or Performance Security, as the case may be, as mutually agreed on genuine pre-estimated compensation and damages payable to the Authority for, inter alia, time, cost and effort of the Authority, regarding the RFP, including consideration and evaluation of such Bidder’s Proposal.

2. For this section, the following terms shall have the meaning hereinafter respectively assigned to them:
 - i. “corrupt practice” means (i) 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 who is or has been associated in any manner, directly or indirectly with the Selection Process or the LOI or has dealt with matters concerning the Agreement or arising there from, before or after the execution thereof, at any time prior to the expiry of one year from the date such official resigns or retires from or otherwise ceases to be in the service of the NSeGS, shall be deemed to constitute influencing the actions of a person connected with the Selection Process); or (ii) save as provided herein, engaging in any manner whatsoever, whether during the Selection Process or after the issue of the LOA or after the execution of the Agreement, as the case may be, any person in respect of any matter relating to the Project or the LOA or the Agreement, who at any time has been or is a legal, financial or technical consultant/ adviser of the NSeGS in relation to any matter concerning the Project;
 - 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;

- iii. “undesirable practice” means (i) establishing contact with any person connected with or employed or engaged by NSeGS to canvass lobby or in any manner influencing or attempting to influence the Selection Process; or (ii) having a Conflict of Interest; and
- iv. “restrictive practice” means forming a cartel or arriving at any understanding or arrangement among Bidders to restrict or manipulate a full and fair competition in the Selection Process.

6.1 Discipline

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

6.2 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:

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

6.3 Statutory compliances

- i. The Bidder 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.
- ii. The Bidder shall obtain all Licenses and support costs in case of any proprietary software/application or any third-party application is used for achieving the deliverables. This should be indicated to NSeGS during the time of bid submission.
- iii. Then Bidder shall provide and completed all the necessary documents/materials obtain during the execution of the project to the NSeGS along with all digital properties (if any).

- iv. It shall be the Bidder's responsibility to inform the NSeGS to ensure compliance with all the Central and State Government Rules and Regulations about the provisions of the services under this Agreement.
- v. The Bidder undertakes to comply with the applicable provisions of all welfare legislation and more particularly with the Contract Labor (Regulation and Abolition Act, 1970, for carrying out and comply with all Government Laws concerning the employment of staff employed by the Bidder 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 Bidder is fully responsible to ascertain the applicability of Various Acts and take necessary action to comply with the requirements of law.

6.4 Liabilities and remedies

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

6.5 Losses suffered by Bidder

The Bidder shall not claim any damages, costs, charges, expenses, liabilities arising out of performance/non-performance of services, which it may suffer or otherwise incur because 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 because 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.

6.6 Term

- i. The Agreement shall be effective for 6 months and can be extended further on such terms and conditions as may be deemed fit and proper by the NSeGS and mutually agreed by both the parties on the written request of the Bidder.
- ii. 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 60 days, the non-breaching party shall have the right to terminate the Agreement without further notice.
- iii. In the event of early termination permitted by this Agreement, the Bidder shall not be entitled to a payment of any remaining period of the Agreement.
- iv. This Agreement is subject to termination by either party upon at least 2 months notice before the end of the then-current contract period.

6.7 Composition and Address of Bidder

- i. The Bidder shall furnish to the NSeGS all the relevant papers regarding its constitution, names and addresses of the management and the other key personnel of the Bidder and proof of its registration with the concerned Government authorities for running such business of Bidder.
- ii. The Bidder shall always inform the NSeGS in writing about any change of its address or the names and the address of its key personnel. Further, the Bidder shall not change its own without prior approval of the NSeGS.

6.8 Validity of Proposals

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

- i. Proposals shall remain valid for 30 (Thirty) days from the date of opening of the Proposal. The Director, NSeGS reserves the right to reject a proposal valid for a shorter period as non-responsive.
- ii. In exceptional circumstances, the Director, NSeGS 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 the 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.

6.9 Right to accept or reject Proposal(s)

The Nagaland State e-Governance Society (NSeGS) reserves the right to annul the RFP process, or 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.

6.10 Fraud and Corruption

It is required that the Bidders submitting Proposal and the Bidder selected through this RFP must observe the highest standards of ethics during the process of selection and the performance and execution of the contract.

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

1. "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.
2. "Fraudulent practice" means a misrepresentation of facts, to influence a selection process or the execution of a contract, and includes collusive practice among bidders (before or after Proposal submission) designed to establish Proposal prices at artificially high or non-competitive levels and to NSeGS of the benefits of free and open competition;

3. “Unfair trade practice” means the supply of services different from what is ordered on or change in the Scope of Work.
 4. “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 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 will declare a bidder ineligible, either indefinitely or for a stated period, for awarding the contract, if it at any time determines that the Bidder has engaged in corrupt, fraudulent and unfair trade practices in competing for, or in executing, the contract.

6.11 Clarifications and amendments of RFP

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

6.12 Disqualifications

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

- (a) Made misleading or false representations in the forms, statements and attachments submitted in proof of the eligibility requirements;
- (b) Submitted a proposal that is not accompanied by required documentation or is non-responsive;
- (c) Failed to provide clarifications related thereto, when sought;
- (d) Submitted more than one Proposal;
- (e) Declared ineligible by the Government of India/State/UT Government for corrupt and fraudulent practices or blacklisted.
- (f) Submitted a proposal with price adjustment/ variation provision.

6.13 Award of Contract

The NSeGS 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 the 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.

6.14 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 the rejection of its Proposal.
- (b) Confidential information shall mean and include any confidential or proprietary information furnished, in whatever form or medium, or disclosed verbally or otherwise by the Bidder and/ or the NSeGS to each other including, but not limited to, the services, plans, financial data and personal statistics, whether or not marked as confidential or proprietary by the parties.

6.15 Termination of Contract

The NSeGS will terminate in case of the following conditions:

- (a) The term of the Contract expires
- (b) Termination of Contract by the Director, NSeGS due to non-performance of the bidder during the execution of Project.
 - 1. Performance is below the expected level
 - 2. Non-adherence to the timelines of the Project
 - 3. Quality of work is not satisfactory
 - 4. The NSeGS will give proper notice of 2 months to the Bidder in the matter along with supporting documents before initiating these proceedings.

6.16 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 about the Project shall be conducted solely under the jurisdiction of the Gauhati High Court, Kohima Bench, Nagaland.

Appendix I: Pre-Qualification & Technical Bid Templates

The Bidders are expected to respond to the RFP using the forms given in this section and all documents supporting Pre-Qualification / Technical Evaluation Criteria.

Pre-Qualification Bid & Technical Proposal shall comprise of following forms:

A. Forms to be used in Pre-Qualification Proposal

Form 1: Compliance Sheet for Pre-qualification Proposal

Form 2: IT Empanelment Undertaking

Form 3: Tender Acceptance Letter

Form 4: Price Bid Undertaking

Form 5: Particulars of the Bidder

Form 6: Bank Guarantee for Earnest Money Deposit

B. Forms to be used in Technical Proposal

Form 7: Compliance Sheet for Technical Proposal

Form 8: Letter of Proposal

Form 9: Project Citation Format

Form 10: Proposed Solution with the work plan

Form1: Compliance Sheet for Pre-qualification Proposal

Sr.No	Basic Requirement	Required	Provided	Page No.
1	Document Fee	Demand Draft	Yes / No	
2	Power of Attorney	Copy of Power of Attorney in the name of the Authorized signatory	Yes / No	
3	Particulars of the Bidders	As per Form 5	Yes / No	
4	Earnest Money Deposit	Demand Draft / Bank Guarantee (Form 6)	Yes / No	
5	Sales Turnover in System Integration	Extracts from the audited Balance or Certificate from the Statutory Auditor	Yes / No	
6	Net Worth	Certificate from the statutory auditor	Yes / No	
7	Technical Capability	"Completion Certificates from the client; OR" Work Order + Self Certificate of Completion (Certified by the Statutory Auditor); OR "Work Order + Phase Completion Certificate from the client"	Yes / No	
8	Legal Entity	"Copy of Certificate of Incorporation; and" "Copy of GST Registration Certificate" Or IT Empanelment Undertaking (As per form 2)	Yes / No	
9	Manpower Strength	Self Certification by the authorized signatory	Yes / No	
10	Tender Acceptance Letter	As per Form 3	Yes / No	
11	Price Bid Undertaking	As per Form 4	Yes / No	

12	Companies Registration / Trade License		Yes / No	
14	GST Registration Certificate from Nagaland		Yes / No	

Form 2: IT Empanelment Undertaking

IT EMPANELMENT UNDERTAKING
(To be given on Firm/Company Letter Head)

To,

Sub: Certification of IT Firm Empanelment 2020-22.

Tender Reference No: _____

Name of Tender/Work:-

Dear sir,

1. I/We hereby certify that I/We are registered as an IT Empanelled Firm 2020-22 under the Department of IT&C, Government of Nagaland vide Empanelment Notification No. _____ dated _____ under the Name (Firm Name) _____ .

Signature of Bidder _____
Name in Block Letters _____
Date _____
Place _____

Form 3: Tender Acceptance Letter

TENDER ACCEPTANCE LETTER
(To be given on Firm / Company Letter Head)

Date:

To,

Sub: Acceptance of Terms & Conditions of Tender.

Tender Reference No: _____

Name of Tender/Work:-

Dear sir,

1. I/We have downloaded/obtained the tender documents for the above mentioned 'Tender/Work' from the websites namely:

_____ as per your advertisement, given in the above mentioned websites.
2. I/We hereby certify that I/We read the entire terms and conditions of the tender document from Page No. _____ to _____ (including all documents like Annexure(s), Schedules etc) which form part of the contract agreement and I/We shall abide hereby by the terms/conditions/clauses contained therein.
3. The corrigendum(s) issues from time to time by your department too have also been taken into consideration while submitting this acceptance letter.
4. I/We hereby unconditionally accept the tender conditions of above mentioned tender documents(s)/corrigendum(s) in its totality/entirely.
5. In case of provisions of this tender are found violated, then your department shall without prejudice to any other right or remedy be at liberty to reject this tender/bid including cancellation of IT empanelment.

Yours faithfully,

(Signature of the Bidder with official Seal)

Form 4: Price Bid Undertaking

PRICE BID UNDERTAKING
(in the letterhead of the Bidder)

From: (Full Name and Address of the Bidder)

To

The Director,
Directorate of Information Technology & Communication
Thizama Road,
Kohima.

Dear Sir,

I hereby, submit the Price Bid for **consultancy of "Research Assessment and Analysis of IT e-readiness for implementation of Enterprise Architecture"**

2. I have thoroughly examined and understood all the terms and conditions as contained in the Bid document, and agree to abide by them.
3. I offer to work at the rates as indicated in the Price Bid.

Yours faithfully

Signature of Authorized Representative with Seal

Form 5: Particulars of the Bidder

SI No.	Information Sought	Details to be Furnished
A	Name and address of the bidding Company	
B	Incorporation status of the firm (public limited/private limited, etc.)	
C	Year of Establishment	
D	Date of registration	
E	ROC Reference No.	
F	Details of company registration	
G	Details of registration with appropriate authorities for GST in the state of Nagaland	
H	Name, Address, Email, Phone nos. and Mobile Number of Contact Person	

Form 6: Bank Guarantee for Earnest Money Deposit

To,
<Name>
<Designation>
<Address>
<Phone Nos.>
<Fax Nos.>
<email id>

Whereas <<Name of the Bidder>> (hereinafter called 'the Bidder') has submitted the bid for Submission of RFP # <<RFP Number>> dated <<Date>> for <<Name of the assignment>> (hereinafter called "the Bid") to NSeGS

Know all Men by these presents that we << >> having our office at <<Address>> (hereinafter called "the Bank") are bound unto the NSeGS in the sum of Rs. <<Amount in figures>> (Rupees <<Amount in words>> only) for which payment well and truly to be made to the said Purchaser, the Bank binds itself, its successors and assigns by these presents. Sealed with the Common Seal of the said Bank this <<Date>>

The conditions of this obligation are:

1. If the Bidder having its bid withdrawn during the period of bid validity specified by the Bidder on the Bid Form; or
2. If the Bidder, having been notified of the acceptance of its bid by the Purchaser during the period of validity of the bid
 - (a) Withdraws his participation from the bid during the period of validity of bid document;or
 - (b) Fails or refuses to participate in the subsequent Tender process after having been short listed;

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

This guarantee will remain in force up to <<insert date>> and including <<extra time over and above mandated in the RFP>> from the last date of submission and any demand in respect thereof should reach the Bank not later than the above date

NOTWITHSTANDING ANYTHING CONTAINED HEREIN:

I. Our liability under this Bank Guarantee shall not exceed Rs. <<Amount in figures>> (Rupees <<Amount in words>> only)

II. This Bank Guarantee shall be valid up to <<insert date>>)

III. It is the condition of our liability for payment of the guaranteed amount or any part thereof arising under this Bank Guarantee that we receive a valid written claim or demand for payment under this Bank Guarantee on or before <<insert date>>) failing which our liability under the guarantee will automatically cease.

(Authorized Signatory of the Bank)

SEAL

Form 7: Compliance Sheet for Technical Proposal

	Specific Requirements	Documents Required	Compliance	Reference & Page Number
1	Covering Letter for Technical Proposal	As per Form 8	Yes / No	
2	Average turnover from System Integration/ICT Systems Development and Implementation Work in last 3 years (Turnover in Rs Lakh)	Extracts from the audited Balance sheet and Profit & Loss; OR Certificate from the statutory auditor; and Project Citation (Form 9)	Yes / No	
3	Minimum of 1 Government IT Consultancy in Hardware, Software Development, Portals, Websites, System Integration, App Development etc for any Govt Departments in Nagaland, in the last 5 years.	"Completion Certificates from the client; OR" Work Order + Self Certificate of Completion (Certified by the Statutory Auditor); OR Work Order + Phase Completion Certificate (for ongoing projects) from the client; and Project citation (Form 9)	Yes / No	
4	Local Office operating in Nagaland for the last 3 years	IT Empanelment Notifications or Copy of Certificate of company Incorporation.	Yes / No	
5	Solution Proposed, Approach & Methodology, Understanding and work Plan (As per the requirements specified in Technical evaluation)	Form 10 (10.1 to 10.4) The note should highlight the understanding of the NSeGS requirements through providing justifications for: "1) Solution proposed and its components, 2) Methodology to be used, 3) Challenges likely to be encountered 4) Learning how to deal with the challenges	Yes / No	
6	Resume of all key technical resources proposed for the assignment	CV (Form 11)	Yes / No	

Form 8: Letter of Proposal

<Location,
Date>

To

<Name>

<Designation>

<Address>

<Phone Nos.>

<Fax Nos.>

<email id>

Subject: Submission of the Technical bid for <Name of the Systems Implementation assignment>

Dear Sir/Madam,

We, the undersigned, offer to provide Systems Implementation solutions to the Purchaser on <Name

of the Systems Implementation engagement> with your Request for Proposal dated <insert date> and our Proposal. We are hereby submitting our Proposal, which includes this Technical bid and the

Financial Bid sealed on the <URL of eProcurement portal> portal.

We hereby declare that all the information and statements made in this Technical bid are true and accept that any misinterpretation contained in it may lead to our disqualification.

We undertake, if our Proposal is accepted, to initiate the Implementation services related to the assignment not later than the date indicated in the Fact Sheet.

We agree to abide by all the terms and conditions of the RFP document. We would hold the terms of our bid valid for <90> days as stipulated in the RFP document.

We understand you are not bound to accept any Proposal you receive.

Yours sincerely,

Authorized Signature [*In full and initials*]:

Name and Title of Signatory: _____

Name of Firm: _____

Address: _____

Location: _____ Date: _____

Form 9: Project Citation Format

Relevant IT project experience (provide no more than 5 projects in the last 5 years)	
General Information	
Name of the project	
Client for which the project was executed	
Name and contact details of the client	
Project Details	
Description of the project	
Scope of services	
Other Details	
The total cost of the project	
The total cost of the services provided by the respondent	
Duration of the project (no. of months, start date, completion date, current status)	
Other Relevant Information	
Letter from the client to indicate the successful completion of the projects	
Copy of Work Order	

Form 10: Proposed Solution

Consultant experience and work plan are key components of the Technical Proposal. You are suggested to present Approach and Methodology divided into the following sections:

Form 10.1: Proposed Work Plan

Indicate all main activities of the assignment, including delivery of reports (e.g.: inception, interim, and final reports), For phased assignments, indicate activities, delivery of reports, and benchmarks separately for each phase.

The duration of activities shall be indicated in the form of a bar chart.

No	Activity	Calendar Months						
		1	2	3	4	5	6	N Months
1								
2								
3								
4								
5								

Form 10.2: Team Composition

Name of Staff with qualification and experience	Area of Expertise	Position Assigned	Task Assigned

No	Name of Staff	Staff input in Months (in the form of a bar chart) ₂									Total staff man-months proposed
		1	2	3	4	5	6	7	8	9	
1											
2											
3											
N											
											Total

Form 10.3 Proposed Survey Format/Questionnaire.

Form 10.4 Solution Proposed, Approach & Methodology to meet the deliverables

Bidder should submit a brief solution to meet the deliverables as mentioned in [Section 5.1](#) of this document.

Form 11: Resources Resume

Resume of all planned Resources assigned for the project in a brief single page/resources consisting mainly of the below details.

- a. Summary of Work experience
- b. Summary of Qualifications
- c. Positions

Appendix II: Performance Bank Guarantee(PBG) towards Performance Security

Ref. No. _____ Bank Guarantee

No _____

Dated _____

To,

The The Principal Secretary IT and CEO NSeGS
Department of Information Technology & Communication
Below New Secretariat,
Thizama Road, Nagaland,
Kohima – 797 001

Dear Sir,

In consideration of Nagaland State e-Governance Society, Department of Information Technology Below New Secretariat, Thizama Road, Nagaland, Kohima – 797 001 (hereinafter referred to as NSEGS, which expression shall, unless repugnant to the context or meaning thereof, include all its successors, administrators, executors and assignees) having entered into a CONTRACT No.

dated (hereinafter called 'the CONTRACT' which expression shall include all the amendments thereto) with M/s _____ having its registered/head office at _____ (hereinafter referred to as the 'CONTRACTOR') which expression shall, unless repugnant to the context or meaning thereof include all its successors, administrators, executors and assignees) and NSEGS having agreed that the CONTRACTOR shall furnish to NSEGS a performance guarantee for Indian Rupees for the faithful performance of the entire CONTRACT.

2. We (name of the bank) _____ registered under the laws of _____ having head/registered office at _____ (hereinafter referred to as "the Bank", which expression shall, unless repugnant to the context or meaning thereof, include all its successors, administrators, executors and permitted assignees) do hereby guarantee and undertake to pay immediately on first demand in writing any /all moneys to the extent of Indian Rs. (in figures) _____ (Indian Rupees _____ (in words) _____) without any demur, reservation, contest or protest and/or without any reference to the CONTRACTOR. Any such demand made by NSEGS on the Bank by serving a written notice shall be conclusive and binding, without any proof, on the bank as regards the amount due and payable, notwithstanding any dispute(s) pending before any Court, Tribunal, Arbitrator or any other authority and/or any other matter or thing whatsoever, as liability under these presents being absolute and unequivocal. We agree that the guarantee herein contained shall be irrevocable and shall continue to be enforceable until it is discharged by NSEGS

in writing. This guarantee shall not be determined, discharged or affected by the liquidation, winding up, dissolution or insolvency of the CONTRACTOR and shall remain valid, binding and operative against the bank.

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

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

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

6. This Guarantee shall not be discharged by any change in our constitution, in the constitution of NSEGS or that of the CONTRACTOR.

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

8. The Bank also agrees that this guarantee shall be governed and construed in accordance with Indian Laws and subject to the exclusive jurisdiction of Indian Courts of the place from where the purchase CONTRACT has been placed.

9. Notwithstanding anything contained herein above, our liability under this Guarantee is limited to Indian Rs. (in figures) (Indian Rupees (in words)

_____) and our guarantee shall remain in force until _____ (Three years from the date of acceptance of the Components at the Nagaland State Data Center)

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

In witness whereof, the Bank through its authorized officer has set its hand and stamp on this...day of20__ at ...

WITNESS NO. 1

(Signature)

Full name and official address (in legible letters) with Bank stamp

Attorney as per power of Attorney No...

Dated.....

WITNESS NO. 2

(Signature)

Full name and official address (in legible letters) with Bank stamp

Attorney as per power of Attorney No...

Dated.....