# 24. Annexures / Enclosures

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## ANNEXURE# 1

**1 Background and Objective of the Assignment**

NSEGS would like to engage a third-party firm to perform a cybersecurity audit. The overall purpose of the Cyber Security Audit exercise is to conform to the IT security needs of quality standard ISO 27001, with respect to CERT-IN guidelines:

* List of websites hosted on Nagaland state data centre as per annexure 3

a. The First Cyber Security Audit exercise needs to be commenced within 7 business days of issuing the Work Order. The websites to be auditd are hosted at NSDC Located in Kohima, Nagaland. Report of Cyber Security Gaps along with the recommendations needs to be provided by the Bidder and based on the same security Gap analysis, action would be taken at NSEGS end. The First Phase of the Cyber Security Audit and its Reporting need to be completed within 30 business days of commencement.

b. After the end of the First Phase of the Cyber Security Audit and Reporting thereof by the bidder, NSEGS would take some reasonable time to study the Gaps in Cyber Security and would attempt to bridge the gaps as much as possible. After the Gap bridging exercise by NSEGS has been completed, the bidder would be informed accordingly by the concerned NSEGS representative, and thereafter the bidder should commence the Second Phase of the Cyber Security Audit exercise. The time taken by NSEGS for bridging the Cyber Security Gap will not affect the bidder in any way as the bidder will not be held responsible for any delay in the same.

**2 The scope of Work:**

The Scope of work for Cyber Security Audit would be as per the Guidelines of CERT-IN and would be under the following broad categories:

2.1 Cyber Security Audit:

The audit has to be carried out as per the CERT-IN guidelines. The audit will include a compliance audit as per Cert-IN markers along with the technical sampling audit for evidence gathering.

The scope of work would cover the following areas:

* Assessment against Cert-IN markers and evidence collection
* Gap Analysis against CERT-IN Guidelines
* Documented evidence
* Audit Report

The audit will include the website vulnerability assessment and the latest cybersecurity assessment. The bidder is supposed to analyse and submit all vulnerability reports

The Bidder should provide the below-mentioned details at the starting of the Cyber Security Audit exercise:

1. The methodology in which the Cyber Security Audit activity to be done will include the time frame of each activity to organize the cyber audit activity.
2. Standards of Security and Quality that are to be followed during the Cyber Security Audit activity.
3. Tools and Software that may be used for the cybersecurity audit activity. All tools and software used by the bidder need to be licensed.
4. Any Additional and Mandatory standards of Cyber Audit regulation as required for CERT-IN Audit, should be made available and applicable by the Auditor.
5. The scope of the audit (in case of VA/PT) should not be limited to the few lists like OWASP top 10 or SANS Top 25 programming errors, it must include the discovery of all known vulnerabilities

2.2 Schedule of Conducting Cyber Security Audit:

Cyber Security Audit in NSEGS needs to be conducted Two Times for the sake of cross-checking the effective implementation of the recommendations provided during the first Audit exercise. The First Cyber Security Audit exercise needs to be commenced within 7 days of issuing the Work Order. The audit will include a compliance audit as per CERT-IN markers along with the technical sampling audit for evidence gathering. Report of vulnerability and corrective measure need to be provided by the Bidder and based on the same action would be taken at NSEGS end. The First Phase of the Cyber Security Audit and its Reporting need to be completed as per the scheduled timeline.

* 1. After the end of the First Phase of the Cyber Security Audit and Reporting thereof by the bidder, NSEGS would take some reasonable time to study the Gaps in Cyber Security and would attempt to bridge the gaps as much as possible. After the Gap bridging exercise by NSEGS has been completed, the bidder would be informed accordingly by the concerned NSEGS representative, and thereafter the bidder should commence the Second Phase of the Cyber Security Audit exercise. The time taken by NSEGS for bridging the vulnerability will not affect the bidder in any way as the bidder will not be held responsible for any delay in the same. The Report of the VA/PT Analysis of the First Phase of Cyber Security Audit should be made in such a way that it should help NSEGS in patching or updating of web/applications.
	2. The Second phase Cyber Security Audit need to be completed within 7 days after the concerned NSEGS representative gives the go-ahead for the Second Phase exercise. The purpose of the Second Phase Audit exercise would be to identify and specify whether the Vulnerability Report Submitted in the First Phase exercise, still exists or the Cyber Security Gaps are plugged in to make the IT system of NSEGS as secure as possible. The Second phase audit exercise should also result in a Detailed Report and Analysis to be submitted for the current Cyber Security status of the websites hosted at the Nagaland State Data Centre.

2.3 Reports and Deliverables:

1. Audit Plan of the Cyber Audit exercise .
2. Dates and Locations of Proposed and Actual Cyber Audit exercise.
3. Summary of Cyber Audit findings, including identification tests and the results of the tests, need to be shared with concerned NSEGS officials.
4. Analysis of vulnerabilities and issues of concern of Cyber Security needs to be reported.
5. Recommendations in line with CERT-IN compliant.
6. Final Report of Cyber Security Audit in NSEGS across all departments to be submitted immediately after the completion of the Audit activity.
7. Presentations on the Cyber Security Audit Report, its findings, conclusions, and recommendations
8. Security Audit Certificate for all the audited websites.

The bidder will analyse all reports, which has to be shared with representatives to keep NSEGS informed about cyber threats at present and in future at NSEGS IT facilities. The bidder will identify current and future cyber threats to NSEGS IT facilities and propose to take actions to mitigate such upcoming cyber threats and vulnerabilities so identified.

Details of the Authorized Contact person for the Cyber Security Audit Exercise need to be provided by the Bidder, designated for NSEGS, to be the single point of contact for the Bidder

**3. Schedule of Deliverables**

|  |  |  |
| --- | --- | --- |
| **Sr.no** | **Deliverable** | **Tentative Duration/Periodicity (T is the date of Work Order from DITC)** |
| 1 | Inception report including an outline of IT/Cybersecurity and ISO 27001 requirements, audit Plan, Reporting Formats, work plan, documentation formats, dates and location of proposed IT/Cyber audit exercise | T1=T + 7 days |
| 2 | Summary of IT/Cyber Audit findings, including identification tests and the results of the tests, need to be shared with concerned NSeGS officials weekly and as and when required by NSeGS | Weekly/ As & when requested |
| 3 | Prepare and submit an 1. Cybersecurity and IT audit report (VA/PT) of all websites and application
2. Expert Recommendations on the identified gaps.
3. Compliance and Regulatory requirements management

**Phase 1 –**Share the reports and findings with NSEGS and relevant stakeholders only. Presentations on the IT/Cyber Security Audit Report, its findings, conclusions, and recommendations for Gap Analysis and Plugging, as per CERT-In guidelines. | T2=T1+30 Days |
| 4 | Submission of final reports with required guidelines and documents (Phase 2) | After NSeGS Patching and updating websites and application + 20 days.  |

## ANNEXURE #2

**PROFORMA OF LETTER OF UNDERTAKING**

(To be submitted by the Bidder in hardcopy before the last date of the submission of Bid)

Ref: Dated:

To

The Director,

Department of Information Technology & Communication

Kohima, 797004

Ref.: NSEGS RFP no.\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Dear Sir,

* 1. Having examined the bidding documents, including Addenda, the receipt of which is hereby acknowledged, we, the undersigned, offer the above-named offered the services in full conformity with the said bidding documents for the sum as mentioned in Price Bid or such other sums as may be determined in accordance with the terms and conditions of the Contract.
	2. We further undertake, if invited to do so by you, and at our own cost, to attend a clarification meeting at a place of your choice, for the purpose of reviewing our Bid and duly noting all amendments and additions thereto, and noting omissions therefrom that you may require.
	3. We undertake, if our bid is accepted, to commence execution of work as per the offer and to achieve completion within the respective times stated in the bidding documents/quoted by us in our bid.
	4. If our bid is accepted, we undertake to provide a Performance Bank Guarantee in the form, in the amount, and within the time specified in the bidding documents.
	5. We agree to abide by this bid, which consists of this letter and Attachments hereto, for a period of 180 (One hundred & eighty) days from the date fixed for submission of bids as stipulated in the bidding documents, and it shall remain binding upon us and may be accepted by you at any time before the expiration of that period and extended period if any. We also agree that we shall not vary/ alter or revoke our bid during the said period and extended the period if any.
	6. We submit herewith the prescribed EMD of ………. (Rupees ……..Lac only) in the form of Bank Draft/ Pay-order/Bank Guarantee.
	7. We confirm that the Company shall have the right to impose the forfeiture of EMD if we do not comply with the above undertaking.
	8. Until a formal Contract is prepared and executed between us, this bid, together with your written acceptance thereof and your notification of award shall constitute a binding Contract between us.
	9. We hereby confirm that before submission of this bid, we have visited the site and fully acquainted with local conditions and factors for execution of the works covered under these Bid documents and technical specifications and that we shall have no claims against Company on these counts at any time.
	10. We understand that you are not bound to accept the lowest or any bid you may receive and in turn, we will not have any rights to raise any claim, whatsoever it may be, due to or arising out of a rejection of our bids.

Dated this day of…………, 2019

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ [signature]

In the capacity of \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ [position]

Duly authorized to sign this bid for and on behalf of [Name of bidder]

## **Annexure #3**

**Tentative list of Websites for Security Audit**

|  |  |  |
| --- | --- | --- |
| Sr.no | Website(URL) | Remark |
|  | https://agriculture.nagaland.gov.in | Agriculture Department |
|  | [https://chiefminister.nagaland.gov.in](http://164.100.125.84:8080/chief) | Chief Ministers Office |
|  | [https://hgcd.nagaland.gov.in](https://hgcd.nagaland.gov.in/) | Civil Defence and Home Guards |
|  | [https://duda.nagaland.gov.in](https://duda.nagaland.gov.in/) | DUDA |
|  | <https://startup.nagaland.gov.in> | Startup Nagaland |
|  | [https://evaluation.nagaland.gov.in](https://evaluation.nagaland.gov.in/) | Evaluation |
|  | [https://focus.nagaland.gov.in](https://focus.nagaland.gov.in/) | IFAD - FOCUS |
|  | [https://highereducation.nagaland.gov.in](https://highereducation.nagaland.gov.in/) | Higher Education Department |
|  | [https://home.nagaland.gov.in](https://home.nagaland.gov.in/) | Home Department |
|  | [https://hortidept.nagaland.gov.in](http://hortidept.nagaland.gov.in/) | Horticulture |
|  | [https://industry.nagaland.gov.in.](http://industry.nagaland.gov.in./) | Industries and Commerce |
|  | [https://ditc.nagaland.gov.in](http://ditc.nagaland.gov.in/) | Information Technology & Communication |
|  | [https://labour.nagaland.gov.in](https://labour.nagaland.gov.in/) | Labour & Employment |
|  | [https://nlsic.nagaland.gov.in](https://nlsic.nagaland.gov.in/) | Nagaland Information Commision |
|  | [https://nidc.nagaland.gov.in](http://nidc.nagaland.gov.in/) | Nagaland Industrial Developement Corporation Ltd. |
|  | [https://nmc.nagaland.gov.in](https://nmc.nagaland.gov.in/) | Nagaland Medical Council |
|  | [https://npcb.nagaland.gov.in](https://npcb.nagaland.gov.in/) | Nagaland Pollution Control Board |
|  | [https://nsacs.nagaland.gov.in](https://nsacs.nagaland.gov.in/) | Nagaland State Aids Control Society |
|  | [https://nscw.nagaland.gov.in](https://nscw.nagaland.gov.in/) | Nagaland State Commision for Women |
|  | [https://nslsa.nagaland.gov.in](http://nslsa.nagaland.gov.in/) | Nagaland State Legal Service Authority |
|  | [https://nsmdc.nagaland.gov.in](https://nsmdc.nagaland.gov.in/) | Nagaland State Mineral Development Corporation (NSMDC) |
|  | [https://nre.nagaland.gov.in](https://nre.nagaland.gov.in/) | New & Renewable Energy |
|  | [https://dpar.nagaland.gov.in](http://dpar.nagaland.gov.in/) | Personnal and Administrative Reforms |
|  | [https://pmfme.nagaland.gov.in](https://pmfme.nagaland.gov.in/) | PMFME |
|  | [https://npwd.nagaland.gov.in](https://npwd.nagaland.gov.in/) | Public Works Department |
|  | [https://govtpress.nagaland.gov.in](https://govtpress.nagaland.gov.in/) | Printing and Stationary |
|  | [https://prisons.nagaland.gov.in](https://prisons.nagaland.gov.in/) | Prisons |
|  | [https://rajbhavan.nagaland.gov.in](http://rajbhavan.nagaland.gov.in/) | Raj Bhavan |
|  | [https://education.nagaland.gov.in](https://education.nagaland.gov.in/) | School Education |
|  | [https://dsw.nagaland.gov.in](http://dsw.nagaland.gov.in/) | Social Welfare |
|  | [https://scert.nagaland.gov.in](http://scert.nagaland.gov.in/) | State Council of Educational Research and Training |
|  | [https://srcw.nagaland.gov.in](http://srcw.nagaland.gov.in/) | State Resource Centre for Women |
|  | [https://tourism.nagaland.gov.in](http://tourism.nagaland.gov.in/) | Tourism |
|  | [https://vety.nagaland.gov.in](http://vety.nagaland.gov.in/) | Veterinary and Animal Husbandry |
|  | [https://ebiz.nagaland.gov.in](https://ebiz.nagaland.gov.in/) | Industries - ebiz |
|  | [https://fcs.nagaland.gov.in](https://fcs.nagaland.gov.in/) | Food & Civil Supplies |
|  | [https://snwc.nagaland.gov.in](https://snwc.nagaland.gov.in/) | Soil and water conservation |
|  | [https://scpd.nagaland.gov.in](https://scpd.nagaland.gov.in/) | State Commissioner for persons with disabilities |
|  | [https://lokayukta.nagaland.gov.in](https://lokayukta.nagaland.gov.in/) | Lokayukta Office |
|  | <http://webtest.nagaland.gov.in/dpa> | Parliamentary Affairs department |
|  | <http://webtest.nagaland.gov.in/dwrd> | Dept of Women Resource & Development |
|  | <http://webtest.nagaland.gov.in/dietchiechama> | Diet Chiechama |
|  | http://webtest.nagaland.gov.in/dietdimapur | Diet Dimapur |
|  | http://webtest.nagaland.gov.in/dietmokokchung | Diet Mokochung |
|  | http://webtest.nagaland.gov.in/dietmon | Diet Mon |
|  | http://webtest.nagaland.gov.in/dietpfutsero | Diet Pfutsero |
|  | http://webtest.nagaland.gov.in/diettuensang | Diet Tuensang |
|  | http://webtest.nagaland.gov.in/dietwokha | Diet Wokha |
|  | http://webtest.nagaland.gov.in/dietzunheboto | Diet Zunheboto |
|  | <http://webtest.nagaland.gov.in/excise> | Excise |
|  | <https://webtest.nagaland.gov.in/fisheries> | Fisheries |
|  | <http://webtest.nagaland.gov.in/lottery> | Lottery Departmnet |
|  | <http://webtest.nagaland.gov.in/nla> | NLA |
|  | [https://ati.nagaland.gov.in](http://ati.nagaland.gov.in/) | Administrative Training Institute Kohima |
|  | [https://adcpughoboto.nagaland.gov.in](https://adcpughoboto.nagaland.gov.in/) | ADC Pughoboto |
|  | [https://atmakohima.nagaland.gov.in](http://atmakohima.nagaland.gov.in/) | Agricultural Technology Management Agency(ATMA) |
|  | [http://artandculture.nagaland.gov.in](http://artandculture.nagaland.gov.in/) | Art and Culture |
|  | [https://ctc.nagaland.gov.in](https://ctc.nagaland.gov.in/) | Chumukedima Town Council |
|  | [https://dmc.nagaland.gov.in](https://dmc.nagaland.gov.in/) | Dimapur Municipal Council |
|  | [https://dgm.nagaland.gov.in](https://dgm.nagaland.gov.in/) | Directorate of Geology and Mining |
|  | [http://dte.nagaland.gov.in](http://dte.nagaland.gov.in/) | Directorate of Technical Education |
|  | [https://dyrs.nagaland.gov.in](https://dyrs.nagaland.gov.in/) | DYRS |
|  | [http://statistics.nagaland.gov.in](http://statistics.nagaland.gov.in/) | Economics & Statistics |
|  | [https://desd.nagaland.gov.in](https://desd.nagaland.gov.in/) | Employement & Skills |
|  | [http://finance.nagaland.gov.in](http://finance.nagaland.gov.in/) | Finance |
|  | [https://forest.nagaland.gov.in](https://forest.nagaland.gov.in/) | Forest Environment & Climate Change |
|  | [http://nagahealth.nagaland.gov.in](http://nagahealth.nagaland.gov.in/) | Health & Family Welfare |
|  | [http://rckohimaignou.nagaland.gov.in](http://rckohimaignou.nagaland.gov.in/) | Ignou-Kohima |
|  | [https://ipr.nagaland.gov.in](https://ipr.nagaland.gov.in/) | IPR |
|  | [http://kohimacollege.nagaland.gov.in](http://kohimacollege.nagaland.gov.in/) | Kohima College |
|  | [https://kmc.nagaland.gov.in](http://kmc.nagaland.gov.in/) | Kohima Municipal Council |
|  | [https://dlrs.nagaland.gov.in](https://dlrs.nagaland.gov.in/) | Land Records and Survey |
|  | [https://nbocw.nagaland.gov.in](https://nbocw.nagaland.gov.in/) | Nagaland Building & other Contruction Workers' Welfare Board |
|  | [https://rcs.nagaland.gov.in](https://rcs.nagaland.gov.in/) | Nagaland co-operative society |
|  | [https://police.nagaland.gov.in](https://police.nagaland.gov.in/) | Nagaland Police |
|  | [https://nsdma.nagaland.gov.in](https://nsdma.nagaland.gov.in/) | Nagaland State Disaster Management Authority |
|  | [http://nser.nagaland.gov.in](http://nser.nagaland.gov.in/) | Nagaland State Extention Reforms |
|  | [https://nsrlm.nagaland.gov.in](https://nsrlm.nagaland.gov.in/) | Nagaland State Rural Livelihood Mission |
|  | [https://nursingcouncil.nagaland.gov.in](https://nursingcouncil.nagaland.gov.in/) | Nursing Council |
|  | [https://phed.nagaland.gov.in](http://phed.nagaland.gov.in/) | Public Health Engineering |
|  | [http://rtidcdmp.nagaland.gov.in](http://rtidcdmp.nagaland.gov.in/) | RTI website of the D.C.’s Office, Dimapur |
|  | [http://dcperen.nagaland.gov.in](http://dcperen.nagaland.gov.in/) | RTI website of the D.C.’s Office, Peren |
|  | [http://dst.nagaland.gov.in](http://dst.nagaland.gov.in/) | Science & Technology |
|  | [https://sericulture.nagaland.gov.in](https://sericulture.nagaland.gov.in/) | Sericulture |
|  | [http://sird.nagaland.gov.in](http://sird.nagaland.gov.in/) | State Institute for Rural Development |
|  | [http://mvd.nagaland.gov.in](http://mvd.nagaland.gov.in/) | Transport |
|  | [http://ud.nagaland.gov.in](http://ud.nagaland.gov.in/) | Urban Development |
|  | [http://wrd.nagaland.gov.in](http://wrd.nagaland.gov.in/) | Water Resource Department |
|  | [https://nfes.nagaland.gov.in](https://nfes.nagaland.gov.in/) | Nagaland fire emergencies |

## ANNEXURE #4

**Profile of the Bidder**

|  |  |
| --- | --- |
| **General Information** |  |
| Registered Name of the company |  |
| Address of the Registered Office or Head Office |  |
| The mailing address of the Bidder |  |
| GSTN Number |  |
| Phone Number (with STD code) |  |
| Fax Number |  |
| E-mail ID |  |
| Type of Entity |  |
| Date of Establishment |  |
| Name of the Chief Executive |  |
| Name of the Authorized Signatory |  |
| Phone No. and E-mail ID of the Authorized Signatory |  |
| Name of the Contact Person |  |
| Phone No. and E-mail ID of the Contact Person |  |
| Other details, if necessary |  |
| **Additional Information** |  |
| The total number of Employees &consultants of the proposed audit service activities. |  |
| A number of your firm’s employees in India who are involved in IT security audit/consultancy. |  |
| Locations in India where you have offices/centers. (Please indicate the offices in India especially in and around North East India. |  |
|  |  |
| **Quality Assurance** |  |
| Details of Quality Assurance accreditation/certification (Please provide details about SEICMM/ ESCM/CMMI/ISO/any other Certifications). |  |
|  |  |

|  |  |  |  |  |
| --- | --- | --- | --- | --- |
| Commercial Information |   |   |   |   |
|  | 2014-15  | 2015-16 |  2016-17 |  2017-18 |
| Revenue (in INR crores) |  |  |  |  |
| Profit Before Tax (in INR crores) |  |  |  |  |
| Revenue from IT Services (in INR crores) |  |  |  |  |
| Net Worth (in INR crores) |  |  |  |  |

Name and Designation of Signatory: Seal & Signature of Authorized Person

Name of Firm:

Address

## ANNEXURE #5

**IT Security Audit Experience of Bidder**

(Use separate sheets for each Project and attach appropriate evidence. Ensure that the number of projects presented is with specific reference to the Evaluation Criteria of this bid document.)

|  |  |  |
| --- | --- | --- |
| **S.No.** |  **Requirement Details** |  |
| 1 | Name of the Project (if any) |  |
| 2 | Project Location |  |
| 3 | Name of the company |  |
| 4 | The company address, contact name & number |  |
| 5 | The company size (number of Users at the time of audit services) |  |
| 6 | Project scope |  |
| 7 | List of audit tools used |  |
| 8 | Security standards used |  |
| 9 | Value of the work done (INR in Crores) |  |
| 10 | Date of award/signing of the contract |  |
| 11 | Date of commencement of the work |  |
| 12 | Date of completion |  |
| 13 | Man-months effort |  |

Name and Designation of Signatory: Seal & Signature of Authorized Person

Name of Firm:

Address

## ANNEXURE #6

**TEF ACCEPTANCE FORMAT**

To

The Director,

Department of Information Technology & Communication

Kohima, 797004

E-TENDER No: \_\_/\_\_/2019

Sir,

We hereby accept all the below clauses of the **Tender Enquiry Form (TEF) stipulated in the ETender**

**No. ---/----//**

1, 2, 3, 4, 5, 6, 7, 8, 9, 10, 11, 12, 13, 14, 15, 16, 17, 18, 19, 20, 21, 22, 23

COMPANY’S NAME & ADDRESS :

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ SIGNATURE :

DATE :

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ NAME :

DESIGNATION :

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ BIDDER’S COMPANY SEAL:

NOTES :

1. Bidder(s) should carefully read the Terms & Conditions of the Tender Enquiry Form (TEF) prior to

filling up this acceptance format.

2. This format should be properly filled, signed and returned by the bidder(s) along with their

technical offer for considering their Bid.

3. Clause numbers shown in the above format also includes the sub-clauses under these clauses. For

example, clause 3means – clause nos. 3, 3.1, 3.2, a), b), i), ii), & iii).

## ANNEXURE #7

**Profile of the Project Team**

(The personnel proposed to be deployed shall be professionally qualified from reputed universities/institutions having adequate experience in implementing the proposed services)

|  |  |  |  |  |  |  |  |  |
| --- | --- | --- | --- | --- | --- | --- | --- | --- |
| Sr.no | Name  | Designation | Qualification | Prof. Exp in Yrs | RelevantIndustryExp.(Name ofthecompanyandproject) | ProposedPosition | TaskProposedto beassigned | Durationof TeamMember |
|  |  |  |  |  |  |  |  |  |
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Note:-

1. Personnel deployed having prior experience in IT security audit /consultancy exercise in either PSU or Port / Terminal Operator may be highlighted.
2. Provide details of at least two most relevant project experiences (including roles and responsibilities) having a scope similar to us.
3. Enclose detailed resumes of the personnel as per Annexure # 7.

Name and Designation of Signatory: Seal & Signature of Authorized Person

Name of Firm:

Address

## ANNEXURE #8

**A CV of the Team Members**

(Use separate sheets for each Team Member)

|  |  |
| --- | --- |
|  |  |
| The company name |   |
| Name |   |
| Proposed Deployment Role of the Candidate |   |
| Expertise/Training on |   |
| Professional Qualifications |   |
| Number of Years with present Employer |   |

|  |
| --- |
| Summarized Professional Experience in implementing relevant activity/service (for which the candidate is proposed for Company team) in reverse chronological order. |
| From  | To | Company/Project/Position/RelevantTechnical and ManagementExperience |
|   |   |   |
|   |   |   |
|   |   |   |
|   |   |   |
|   |   |   |

Certification by the Authorized Signatory -

I, the undersigned, certify that to the best of my knowledge and belief, this resume reflects correct information and that the wilful misstatement described herein may lead to disqualification or dismissal of the above candidate.

Name and Designation of Signatory: Seal & Signature of Authorized Person

Name of Firm:

Address

Note: The Bidder must provide substantial evidence of the educational qualification and job/project experience of each person as stated in the RFP document (if required during tender evaluation time or the contract period).

## ANNEXURE #9

**Litigation Impact Statement**

LITIGATION IMPACT STATEMENT

(Company letter head) [Date]

To

The Director,

Department Of Information Technology & Communication,

Kohima,797004

Reference: IT security /cyber security audit at Nagaland State Data Centre

Dear Sir,

We hereby confirm that we are not blacklisted by NSEGS or by any State/Central Government institution or any Public Sector units.

We hereby also confirm that there is no litigation (including court, arbitration and other proceedings), inquiry or order from any regulatory authority, current or pending against us, which if adversely determined might have material adverse impact on our ability to carry on our business or pay our debts as they fall due or on our ability to enter into any of the transactions contained in or contemplated in respect of providing the Services to NSEGS.

Name and Designation of Signatory: Seal & Signature of Authorized Person

Name of Firm:

Address

## ANNEXURE #10

**Conflict of Interest**

To

The Director,

Department Of Information Technology & Communication,

Kohima,797004

**Sub: Undertaking on Conflict of Interest**

Sir,

We do hereby undertake that there is the absence of, an actual or potential conflict of interest on our part as the bidder or any prospective subcontractor due to prior, current, or proposed contracts, engagements, or affiliations with NSEGS. We also confirm that there are no potential elements (time-frame for service delivery, resource, financial or other) that would adversely impact our ability to complete the requirements as given in the RFP.

We undertake and agree to indemnify and hold NSEGS harmless against all claims, losses, damages, costs, expenses, proceeding fees of legal advisors (on a reimbursement basis) and fees of other professionals incurred (in the case of legal fees and fees of professionals, reasonably) by NSEGS and/or its representatives, if any such conflict arises later.

 Yours faithfully,

Authorized Signatory

Designation

Company Seal

## ANNEXURE # 11

**NON DISCLOSURE AGREEMENT**

THIS NON DISCLOSURE Agreement made at Kohima, India on this \_\_\_\_\_\_\_ day of \_\_\_\_\_\_2019 between NSEGS (Govt of Nagaland), and \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_a company registered under the Companies Act, 1956 and having its registered office at \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_(hereinafter referred to as “\_\_\_\_\_\_”). NSEGS and \_\_\_\_\_\_ shall hereinafter be collectively referred to as “the Parties” and individually as “a Party”. WHEREAS

A\*. has floated a tender and is required to provide certain information to (name of the bidder) to prepare his bid and/or

AA \*\*. The Parties are considering to enter into a \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_for which each Party shall provide information (“Disclosing Party”) to the other Party (“Receiving Party”) which at present is confidential and not in the public domain.

B. The Parties intend that the aforesaid information is kept confidential as between the Parties. The Parties undertake and declare that they shall not divulge, publish or reproduce the same before any party or person except in accordance with the terms of this Agreement.

NOW THEREFORE the Parties agree as follows:

1. As used in this Agreement (hereinafter referred to as the “Agreement”) the term “Confidential Information” shall mean any technical, confidential, proprietary or trade secret information or data disclosed by the Disclosing Party in connection with the \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ to the Receiving Party including without limitation any written or printed documents, specifications for the vessel, plans, general arrangement plans, production schedules, drawings, samples, models, information regarding business operations, financial information, marketing strategies, either in writing or orally or any means of disclosing such Confidential Information that the Disclosing Party may elect to use prior to the execution or during the validity of this Agreement. The Receiving Party agrees that all Confidential Information shall be treated as absolutely confidential and the Receiving Party shall not disclose to any person such information otherwise than in terms of this Agreement. The Receiving Party will impose a similar duty of confidentiality on any person to whom the Receiving Party is permitted to transfer such information in accordance with the terms hereof. For the purposes of this Agreement, the term “Receiving Party” shall mean and include its officers, employees, directors, agents, contractors, representatives, affiliated companies, successors and assigns.

1. Nothing in this Agreement may be construed as compelling the Disclosing Party to disclose any Confidential Information to the Receiving Party or to enter into any contractual relationships with the Receiving Party
2. Any information or data in whatever form disclosed by the Disclosing Party to the Receiving Party and which
	1. is clearly identified as Confidential Information by an appropriate and conspicuous marking or
	2. has been identified as Confidential Information at the time of disclosure shall be subject to the relevant terms and conditions of this Agreement. The Disclosing Party’s decision whether any information disclosed by it under this Agreement is confidential or not shall be final and binding on the Receiving Party.

 4. The Receiving Party hereby covenants that the Confidential Information received from the Disclosing Party shall:

(a) Be safely kept by the Receiving Party; the Receiving Party shall protect the Confidential Information with the same degree of care as the Receiving Party uses with its own confidential information in order to prevent its disclosure, copy and/or its use (but in no event less than reasonable care) for purposes other than the Proposal.

(b) Be only disclosed to, and used by, those employees or directors who have a need to know.

(c) Not be disclosed to a third party except those with a need to know provided they receive such information subject to the same restrictions as are contained in this Agreement.

(d) Be used by the Receiving Party directly or indirectly, solely for the purpose of considering, evaluating and affecting the tender/bid/contract.

1. The Receiving Party shall promptly upon requests by the Disclosing Party at any time return all copies of the Confidential Information communicated to it hereunder together with all copies and extracts made thereof and shall not retain any copies of the same, in any form whatsoever.
2. The Receiving Party shall have no obligations or restrictions with respect to:

(a) Information is publicly known through no wrongful act of the Receiving Party.

(b) Information rightfully disclosed by a third party without breach of this Agreement by the Receiving Party and which can be communicated without restriction.

(c) Information which was already known or which was independently developed by the Receiving Party (provided that the Receiving Party can demonstrate the same).

(d) Information, the disclosure of which the Disclosing Party authorizes in writing.

1. Nothing in this Agreement shall be construed as granting to the Receiving Party any patent, copyright or design license, or rights of use under similar intellectual property rights in respect of the Confidential Information
2. The Receiving Party shall not without the prior written consent of the Disclosing Party:

 (a) Disclose to any person, directly or indirectly:

i) The fact that the Confidential Information has been made available to the Receiving Party by the Disclosing Party or that the Receiving Party has inspected any portion of the Confidential Information; or

ii) The fact that any discussion or negotiation is taking place concerning the Proposal; or

 Iii) Any of the terms, conditions or other facts with respect to the Proposal, including the status thereof; or

(b) Make any private or public announcement or statement concerning or relating to the Proposal.

8. The Disclosing Party represents and warrants that save as otherwise notified in writing to the Receiving Party:

a) Disclosure of information by it to the Receiving Party does not infringe the rights of any third party nor is it under any restriction with regard to the disclosure of any information, and that where applicable, it has obtained all licenses and consents necessary to enable the lawful disclosure of information by it to the Recipient; and

b) It is not aware of any restriction on the use of such information by the Receiving Party, save as provided in this Agreement.

c) To the effect that the foregoing representations and warranties shall be deemed to be given at the date of this Agreement and after that date upon and in respect of each disclosure.

The Disclosing Party makes no warranty or representation whatsoever as to the accuracy, completeness, suitability or adequacy of any information or as to the results obtained from it and assumes no responsibility in respect of the use of the information by the Receiving Party.

10. The Receiving Party shall indemnify and hold harmless the Disclosing Party from and against any action, claim or proceeding and any loss, damage, costs, expenses or liabilities arising out of any such action, claim or proceeding, brought by any third party pursuant to any unauthorized disclosure or use of any information by the Receiving Party, or by any person for whom the Receiving Party is responsible under this Agreement, or pursuant to any breach of any undertaking, warranty or representation contained in this Agreement. 11. For the purposes of this Agreement ‘Classified Information’ shall mean information, documents, and material of any kind which the respective Government i.e. Indian Government has given or caused to be given a security classification irrespective of whether the same is transmitted orally, electronically, in writing or by hand. Notwithstanding any other provision of this Agreement:

a) Each Party hereto undertakes to follow security procedures prescribed for military purposes with respect to disclosure, receipt, production, use, and handling of Classified Information.

b) Any Classified Information, disclosed by one Party hereto shall be, whatever the method of disclosure is, identified by the Disclosing Party as Classified Information at the time of disclosure.

c) The provisions of this Clause are to remain in full force and effect notwithstanding any termination by expiration or otherwise of this Agreement.

12. In the event the Receiving Party is required to disclose Confidential Information under any provision of law or upon an action, subpoena or order of a court of competent jurisdiction or of any requirement of legal process regulation or governmental order, decree, regulation or rule, the Receiving Party will immediately notify the Disclosing Party of it's having received a request to so disclose (along with the terms and circumstances thereof), unless otherwise prohibited by law and consult with the Disclosing Party on action or steps to be taken in response to such request.

13. This Agreement represents the entirety of the agreement of the Parties relating to the disclosure of the Confidential Information and shall not be waived, amended or assigned by the Receiving Party except by prior written consent of the Disclosing Party. No failure or delay by any party in exercising any right, power or privilege hereunder shall operate as a waiver thereof nor shall any single or partial exercise of any right, power or privilege. The rights and remedies herein provided shall be cumulative and not exclusive of any rights or remedies provided by law.

14. This Agreement shall be valid for a period of \_\_\_\_\_\_\_\_\_\_(\_\_\_\_\_\_) years from the date of its execution between the parties. Notwithstanding the aforesaid, the obligations of Parties in connection with confidentiality under this Agreement shall survive in perpetuity.

15. The foregoing constitutes the entire Agreement between the Parties with respect to the subject matter hereof and supersedes and cancels any prior representation, understanding and commitment (whether oral and written) made between the Parties with respect to or in connection with any of the matter of things to which this Agreement applies.

16. This Agreement shall be governed by and shall be interpreted in accordance with the laws of India.

17. Any dispute arising in connection with or out of the validity, performance or the interpretation of this Agreement shall be finally settled by the competent jurisdiction in Kohima, Nagaland.

18. The Receiving Party acknowledges that any breach of the terms and conditions of this Agreement may cause the Disclosing Party irreparable damage for which recovery of money damages would be inadequate. Therefore, the Receiving Party agrees that the Disclosing Party shall be entitled, in addition to any other remedies available to it, to seek injunctive relief and/or other equitable relief to prevent or restrain any breach by the Receiving Party or its employees/officials, or otherwise to protect its rights, under this Agreement.

19. Unless otherwise provided herein, all notices or other communications under or in connection with this Agreement shall be given in writing and may be sent by personal delivery or post or courier or facsimile at the address as specified herein below:

To NSEGS

Address:

Phone No.:

Fax:

E-mail:

To \_\_\_\_\_\_\_\_\_\_

Address:

Phone No.:

Fax No. :

E-mail:

Any such notice or other communication will be deemed to be effective if sent by personal delivery, when delivered, if sent by post, 4 (four) days after being deposited in the post and if sent by courier, one day after being deposited with the courier, and if sent by facsimile, when sent (on receipt of a confirmation to the correct facsimile number).

IN WITNESS WHEREOF, this Agreement is executed by authorized representatives of both the Parties in

two (2) originals.

Signed by the within named Signed by the within named

NSEGS \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

\_\_\_\_\_\_\_\_\_\_\_\_\_\_

In the presence of In the presence of

Note: The above Agreement is to be drawn up by the contractor on non-judicial stamped paper of value

Rs.100/-. The value of stamp paper to be confirmed from the Legal Department, NSEGS

\* - A: Pre-submission of Bid

\*\*- AA: Post Entering of Contract

## ANNEXURE #12

**RTGS/NEFT FORM:**

General Information

|  |  |
| --- | --- |
| **Registered Name of the company** | **Column1** |
| Address of the Registered Office or Head Office |   |
| The mailing address of the Bidder |   |
| Phone Number (with STD code) |   |
| Fax Number |   |
| E-mail ID |   |
| Type of Entity |   |
| Date of Establishment |   |
| Name of the Chief Executive |   |
| Name of the Authorized Signatory |   |
| Phone No. and E-mail ID of the Authorized Signatory |   |
| Name of the Contact Person |   |
| Phone No. and E-mail ID of the Contact Person |   |
| PAN Number of the Bidder/Company |   |
| GSTN no of the bidder |   |
| Name of the Bank |   |
| Bank (Branch) Postal Address |   |
| Bank Account Number |   |
| Nature of the Account  | Current / Saving / Cash Credit Account |
| RTGS\*- Code of the Branch |   |
| NEFT\*\* - Code of the Branch |   |
| MICR Code |   |

RTGS\* - “Real Time Gross Settlement”, NEFT\*\* - “National Electronic Fund Transfer”. These “IFSC” Codes are unique numbers of each Branch – “ Indian Financial Services Code”. For some Branches both the codes are the same and some Banks, may maintain one Code No. for RTGS and another Code No. for NEFT. Hence, please fill-up both the rows, even if it is the same.

Name and Designation of Signatory: Seal & Signature of Authorized Person

Name of Firm:

Address

## ANNEXURE #13

**MODEL CONTRACT AGREEMENT**

**(To be submitted by the Successful Bidder after the issue of LOA)**

This CONTRACT (hereinafter together with ………..appendices attached hereto called the Contract) is made on …………..day of ……….2019 between NSEGS on the one part and M/s……………………………….. (hereinafter called the Service provider) on the other part (Notwithstanding such association, the Service provider will be represented hereunder at all times by ………………………………………………………… which will retain full and undivided responsibility for the performance of the obligations hereunder and for satisfactory completion of the consulting services to be performed hereunder.)

WHEREAS the NSEGS has requested the Service provider to provide **“All the Services referred in the**

**”** WHEREAS the Service provider has agreed to provide the services in accordance with the

Terms of Reference and all Conditions set forth in this contract.

NOW THIS AGREEMENT WITNESSETH as follows:

1. In this agreement, words and expression shall have the same meaning as are respectively assigned to them in the conditions of Proposal Document hereinafter referred to.

2. The following documents shall be deemed to form and be read and construed as part of this Agreement viz.

a) The RFP Document for execution of IT security/cyber security audit services at NSEGS.

b) All amendments to the RFP document for execution of IT security/cyber security audit services at NSEGS (Ref. No: \_\_\_/\_\_/2019 Dt.\_\_\_/\_\_/2019)as issued by the NSEGS prior to submission of bids, queries of bidders, if any.

c) Letter of Award (LOA) issued by the NSEGS vide No………… dated ………… and all correspondence exchanged between the NSEGS and the Service provider up to the date of LOA as specifically referred to in the said LOA.

1. In consideration of the payment to be made by the NSEGS to the Service provider as hereinafter mentioned the Service provider hereby covenants with the NSEGS to execute and complete the works in conformity within all respects with the provisions of the contract.

2. The NSEGS hereby covenants to pay the service provider in consideration of the completion of the works the counterpart charges in the manner prescribed in the proposal document and accepted by the Service provider.

IN WITNESS WHEREOF the parties hereto have caused their respective common seals to be hereunto affixed (or have hereunto set their respective hands and seals) the day and year first above written.

Binding Signature of Binding Signature of

NSEGS

**Witness: Witness**

1. 1

2. 2.

## ANNEXURE #14

**PROFORMA FOR BANK GUARANTEE IN LIEU OF EARNEST MONEY DEPOSIT**

(On Non-judicial stamp paper of value not less than Rs. 100 /-)

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ Bank Ltd.

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

B.G. No. \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

A/c of (Name of address) \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Limit of liability \_\_\_\_\_\_\_\_\_\_\_\_\_ Date of expiry \_\_\_\_\_\_\_\_\_\_

Ref: Bid Notice No. \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_dt. \_\_\_\_\_\_\_\_\_\_

For (Name of work) \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Subject: Earnest Money Deposit

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

To

The Director,

Department Of Information Technology & Communication,

Kohima,797004

Dear Sir,

1. In consideration of the NSEGS (hereinafter called "the Company ") which expression shall unless repugnant to the subject or context include his successors and assigns having agreed to exempt M/s.\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ from demand under the terms & conditions of Bid No. \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ issued by the Company for the works (hereinafter called the said "Document") from deposit of Earnest Money for the due fulfillment by the M/s ………………………. (Name of the Bidder) of the terms and conditions contained in the said Document on production of Bank Guarantee for Rs.\_\_\_\_\_\_\_\_\_\_\_\_\_\_ (Rupees \_\_\_\_\_\_\_\_\_\_\_ only). We the \_\_\_\_\_\_\_\_\_\_\_\_\_\_Bank. Ltd. (hereinafter referred to as the said ‘Bank’), a Company under the Companies Act. 1956 and having our registered office at \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ do hereby undertake and agree to indemnify and keep indemnified the Company to the extent of Rs.\_\_\_\_\_\_\_\_\_\_\_\_\_\_ (Rupees \_\_\_\_\_\_\_\_\_\_\_\_\_\_ only) against any losses, damage cost, charges and expenses caused to or suffered by or that may be caused or suffered by the Company by reason of any breach or breaches by (M/s …………………………..(name of the Bidder) of any of the terms and conditions contained in the said Document and unconditionally pay the amount claimed by the Company on demand and without demur to the extent aforesaid.

2. We \_\_\_\_\_\_\_\_\_\_\_\_Bank Ltd. do hereby undertake to pay the amounts due and payable under the guarantee without any demur, reservation, protest and notwithstanding any dispute between the Company and the Bidder merely on a demand by you stating that the amount claimed is due by way of loss or damage caused to or would be caused or suffered by you by reason of any breach by M/s ………………………(name of the Bidder) of any of the terms or conditions contained in the said Document by reason of the M/s ………(name of the Bidder)'s failure to perform conditions of the said Document. Any such demand on the Bank shall be conclusive as regards the amount due and payable by the Bank under this guarantee. However, our liability under this guarantee shall be restricted to an amount not exceeding Rs. ...................

3. We \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ Bank Ltd. further agree that the Company shall be the sole judge of and as to whether the M/s……………..(name of the Bidder) has committed any breach or breaches of any of the terms and conditions of the said Document and the extent of loss, damages, costs charges and expenses caused to or suffered by or that may be caused to or suffered by the Company on account thereof to the extent of the Earnest Money required to be deposited by M/s ………(name of the Bidder) in respect of the said Document and the decision of the Company that M/s………….(name of the Bidder) has committed such breach or breaches and as to the amount or amounts of loss, damages, costs, charges and expenses caused to or suffered by or that may be caused to or suffered by the Company shall be final and binding on us.

4. We \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ Bank Ltd. further agree that guarantee herein contained shall remain in full force and effect during the period that would be taken for the performance of the said Document and that it shall continue to be enforceable till all your dues under or by virtue of the said Document have been fully paid and its claims satisfied or discharged or till you certify that terms and conditions of the said document have been fully and properly carried out by the said M/s………….. and accordingly discharge the guarantee. Unless a demand or claim under this guarantee is made on us in writing on or before the \_\_\_\_\_\_\_\_\_\_\_\_\_\_ we shall be discharged from all liability under this guarantee.

5. We \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ Bank Ltd. further agree with you that you 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 Document or to extend time asked by M/s…………….. from time to time or to postpone for any time or from time to time any of the powers exercisable by you against M/s ………….. and to forbear or enforce any of the terms and conditions relating to the said document and we shall not be relieved from our liability by reason of any such variation or extension being granted to M/s……………….. or for any forbearance act or omission on your part or any indulgence by you to M/s…………………. or by any such matter or thing whatsoever under the law relating to sureties would but for this provision have effect of so relieving us.

6. It shall not be necessary for the Company to proceed against M/s………………….. before proceeding against the Bank and the Guarantee herein contained shall be enforceable against the Bank, notwithstanding any security which the Company may have obtained from M/s………………………… at this time when proceedings are taken against Bank hereunder be outstanding or unrealized.

7. We \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ Bank Ltd. further, undertake to unconditionally pay the amount claimed by the Company merely on demand and without demur to the extent aforesaid.

8. We, the said Bank lastly undertake not to revoke this guarantee during its currency except with the previous consent of the Company in writing and agree that any change in the constitution of the Company or of M/s……………… or the said Bank shall not discharge our liability hereunder.

9. Notwithstanding anything contained herein

(i) Our liability under this bank guarantee shall not exceed ……. (Rupees … ………. ………… …….)

(ii) This bank Guarantee shall remain valid up to ………………

(iii) Our liability to make payments shall arise and we are liable to pay the guaranteed amount or any part thereof under this guarantee only and only if you serve upon us a written claim or demand in terms of guarantee on or before ……….

Witness Dated \_\_\_\_\_\_\_\_day of \_\_\_\_\_\_\_\_ 2019

For\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ Bank Ltd.

Signature\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Seal

Note:

While issuing the Bank Guarantee either for Earnest Money, the Issuing Bank must furnish

following details:

- Name & address of the Bank

- Contact person

- Telephone no.

- Fax no.

- E-mail address:

The Bidder while getting the Bank Guarantees issued by the Banker must take care of the above

details.

## ANNEXURE #15

**PROFORMA OF BANK GUARANTEE FOR CONTRACT PERFORMANCE**

(On non – judicial stamp paper of value not less than 100 /-)

The non-judicial stamp paper should be in the name of issuing bank

Ref. Bank Guarantee No.

To

The Director, Date......................./... /2019

Department of Information Technology & Communication

Kohima, 797004

Dear Sirs,

In consideration of the NSEGS, (hereinafter referred to as the `Company' which expression shall unless repugnant to the Context or meaning thereof include its successors, administrators and assigns) having awarded to M/s. \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ with its Registered/Head office at \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ (hereinafter referred to as the `Successful Bidder' which expression shall unless repugnant to the context or meaning thereof, include its successors, administrators, executors and assigns), a contract by issue of Company's Letter of Award of Contract no. \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ dated \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ and the same having been unequivocally accepted by the successful bidder resulting in a "contract" bearing No.\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ dated \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ valued at \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ for \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ (Scope of contract) and the successful bidder having agreed to provide a contract performance guarantee for the faithful performance of the entire contract equivalent to \* \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_% (percent) of the said value of the contract to the company. The Company shall have the fullest liberty without affecting in any way the liability of the Bank under this guarantee from time to time to extend the time for performance of the contract by the successful bidder. The company shall have the fullest liberty, without affecting this guarantee, to postpone from time to time the exercise of any powers, vested in them or of any right which they might have against the successful bidder, and to exercise the same any time in any manner, and either to enforce or to forbear to enforce any covenants, contained or implied, in the contract between the Company or any other course of or remedy or security available to the Company. The Bank shall not be released of its obligations under these presents by any exercise by the company of its liberty with reference to the matters aforesaid or any of them or by reason of any other acts of omission or commission on the part of the Company or any other indulgence shown by the Company or by any other matters or thing whatsoever which under law would, but for this provision, have the effect of relieving the Bank. The Bank also agrees that the Company 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 successful bidder and notwithstanding any security or other guarantees that the company may have in relation the successful bidder's liabilities. Notwithstanding anything contained herein above our liability under this guarantee is restricted to \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ and it shall remain in force up to and including \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\*\* and shall be extended from time to time for such period (not exceeding one year), as may be desired by M/s. \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ whose behalf this guarantee has been given.

Dated this \_\_\_\_\_\_\_\_\_\_\_\_ day of \_\_\_\_\_\_\_\_2017\_\_\_ at \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_.

WITNESS

------------------------- Signature ---------------

Signature

------------------------- (Bank's Rubber Stamp)

(Name)

-------------------------------------- (Name) ------------------

Official address

-------------------------------------- Designation with Bank stamp

-----------------------------

Attorney as per power of Attorney

No. -----------------------------

Dated ----------------------------

NOTE: \* This sum shall be ten percent (10%) of the contract price as awarded.

\*\* The date will be as specified in the contract.

\*\*\* Initially the Performance Bank Guarantee can be valid for at least two years and

extended annually until the completion of the contract period.