

REQUEST FOR PROPOSAL (RFP)

FOR

**CYBER SECURITY AUDIT OF
NAGALAND DEPARTMENT WEBSITES
HOSTED IN
NAGALAND STATE DATA CENTRE**

SUMMARY SHEET

#	Information	Details
1.	Project Name	“Cyber Security Audit of Websites in Nagaland State Data Centre”
2.	RFP reference No and Date	No. NSeGS/Gen-5/2013 Vol-II (Pt) Dated: 06-05-2021
3.	Date of publication	06-05-2021
4.	Website to download RFP	Website (https://www.nagaland.gov.in).
5.	RFP Document Fee	Rs 10,000/- (Rupees ten thousand only)
6.	Last date for submission of written queries for clarifications	13-05-2021
7.	Date & Time of pre-bid meeting	17-05-2021, 12:00 noon
8.	Last date (deadline) for receipt of proposals in response to RFP notice	20-05-2021, 15:00 hrs
9.	Place, Time and Date of opening of the proposals received in response to the RFP notice	Directorate of Information Technology & Communication, Kohima, Nagaland. 21-05-2021, 12:00 noon
10.	Contact Person for queries	Er. Daniel Krocha, Deputy Director, Information Technology & Communication
11.	Period Of Contract	3 (three) months from the date of issue of work order
12.	Conditional proposals	Not acceptable and liable for rejection
13.	Eligibility Criteria	As mentioned in this document

Note:

- This bid document is not transferable.
- ***Bids without relevant documents as specified in this RFP should be summarily rejected.***

DISCLAIMER

The information contained in this Tender Document or subsequently provided to Bidder(s) or Applicants whether verbally or in documentary form by or on behalf of the Nagaland State e-Governance Society (NSeGS), Department of Information Technology & Communication, Government of Nagaland or any of their employees or advisors, is provided to the Bidder(s) on the terms and conditions set out in this Tender Document and all other terms and conditions subject to which such information is provided. This Tender Document is not an agreement and is not an offer or invitation by the Nagaland State e-Governance Society (NSeGS), Department of Information Technology & Communication, and Government of Nagaland to any party other than the Applicants who are qualified to submit the Bids (“Bidders”). The principle of this Tender Document is to provide the Bidder(s) with information to support the formulation of their Proposals. This Tender Document does not purport to contain all the information each Bidder may entail. This Tender Document may not be appropriate for all persons, and it is not possible for the Nagaland State e-Governance Society (NSeGS), Department of Information Technology & Communication, Government of Nagaland consider the investment objectives, financial situation, and particular needs of each Bidder who reads or uses this Tender Document. Each Bidder should conduct its own investigations and analysis and should check the accuracy, reliability, and completeness of the information in this Tender Document and where necessary obtain independent advice from appropriate sources. The Nagaland State e-Governance Society (NSeGS), NSEGS, Government of Nagaland & their employees and advisors make no representation or warranty and shall incur no liability under any law, statute, rules or regulations as to the precision, reliability or completeness of the Tender Document. the Nagaland State e-Governance Society (NSeGS), Department of Information Technology & Communication, Government of Nagaland, may in their absolute discretion, but without being under any obligation to do so, update, improve or supplement the information in this Tender Document.

Schedule of the bidding process

NSeGS would endeavor to adhere to the following schedule:

Event	Date – Deadline
Release of RFP	06-05-2021
Last date to receive Prebid queries	13-05-2021
Date of Prebid meeting	17-05-2021
Last date and time for submission of bids	20-05-2021 15:00 Hrs
Technical/Financial Bid opening	21-05-2021
Submission of Security Deposit	20-05-2021

NSeGS reserves the right to consider placement of the order or reject any or all tender without assigning any reason. NSeGS shall not be bound by any printed conditions or provisions in the seller's bid forms or acknowledgment of contract, invoices and any other documents which purport to impose any conditions at variance with the tender terms/final negotiated & accepted terms. We look forward to your active participation in online bidding by offering your most competitive and reasonable offer against this tender.

**Member Secretary,
Nagaland State e-Governance Society (NSeGS)
Department of Information Technology & Communication
Kohima, 797004**

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1. DESCRIPTION OF WORK:

NSEGS would like to engage a third-party firm to perform a cyber-security audit for State Government Department Websites hosted in Nagaland State Data Centre. The overall purpose of the Cyber Security Audit exercise is to conform to the IT security needs of quality standard ISO 27001, which includes the evaluation and gap analysis of the following with respect to CERT-IN guidelines:

- ❖ Current IT infrastructure of Website
- ❖ Operating systems and databases at the Server level and User level
- ❖ Application packages and databases
- ❖ Identification of vulnerabilities, security flaws, gaps and loopholes
- ❖ Carry out ethical Internal and External Penetration Test

NSEGS would like to have the audit performed in a phased manner, wherein the

- a. The **First Cyber Security Audit** exercise needs to be commenced within 7 business days of issuing the Work Order. This needs to be done at Nagaland State Data Centre located at Kohima, Nagaland and Departmental end users for all Websites for Cyber Security. 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 NSDC. The First Phase of the Cyber Security Audit and its Reporting need to be completed as per annexure 1.
- b. After the end of the First Phase of the Cyber Security Audit and Reporting thereof by the bidder, NSDC 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 NSDC has been completed, the bidder would be informed accordingly by concerned NSDC representative, and thereafter the bidder should commence the Second Phase of Cyber Security Audit exercise. The time taken by NSDC 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.
- c. The **Second Cyber Security Audit** needs to be completed within a week after concerned NSDC representative gives the go-ahead for the Second Phase exercise. The purpose of the Second Phase Audit exercise would be to review and ensure that remediation action has been taken against all the observation points/gaps. The Second phase audit exercise should also result in a Detailed Report and Analysis to be submitted for the current Cyber Security status of Websites.

2. ELIGIBILITY CRITERIA

Only those Vendors who fulfill the following criteria are eligible to respond to the RFP. Offers received from the vendors who do not fulfill any of the following eligibility criteria are liable to be rejected. The bidder shall submit the proofs of minimum eligibility criteria as given below:

Sr.no	Criteria	Documentary proof to be Submitted
1)	The bidder should be empanelled by CERT-IN for IS Audit and in consortium with local IT empanelled firm (Nagaland)	Letter of empanelment issued by CERT-IN.
2)	The Bidder should not have been blacklisted by NSEGS or by any State/Central Government Institution or any Public Sector unit. The bidder shall give an undertaking (on their letterhead) that they have not been blacklisted by any of the Govt. Authority or PSUs. In case, in the past, the name of their Company was blacklisted by any of the Govt. Authority or PSUs, the name of the company or organization must have been removed from the blacklist as on date of submission of the tender.	Undertaking by bidder (Annexure #8)
3)	The bidder should have, during the last five years, neither failed to perform on any agreement, as evidenced by imposition of a penalty by an arbitral or judicial authority or a judicial pronouncement or arbitration award against the Applicant or its Associate, nor been expelled from any project or agreement nor have had any agreement terminated for breach by such bidder or its Associate.	Undertaking by bidder (Annexure #8)
4)	The bidder should have a minimum annual turnover of Rs.50 Lakhs. (i.e. 2017-18, 2018-19, 2019-20).	Annexure #3 Audited Balance Sheet, Profit & Loss account for the last 3 financial years to be submitted
5)	The Bidder should have experience & expertise in handling Assignments / Services related to comprehensive security review of Data Centre/Enterprise Network, Active Directory, Application Security, Security review/ IS or IS-IT Audit (including Vulnerability Assessment and Penetration Testing (VAPT)) in India during last Five Financial years	Annexure #4 Copies of work completion certificate for the assignments to be enclosed.

6)	Bidder must have carried out Minimum TWO Information Security Audit in Central/State Government/PSUs (or) Banks. Each of the IS Audit should be with minimum 15 Man-Days duration. Reference Site, Customer Name and Contact information to be provided with whom discussion can be done.	Annexure #4 Copies of work completion certificate for the assignments to be enclosed. (or) Auditor’s Certificate endorsing the completion of IS Audit in Central/State Government/PSUs (or) Banks with man-days & period.
7)	The Bidder should have a minimum any three each of CISA, CISSP, ISO 27001 LA/LI, CEH certification holder as permanent employees in their organization. In addition to this, Bidder should also have a minimum of fifteen staff with any of the following qualifications / Certifications. <ul style="list-style-type: none"> i. CISM ii. COBIT Certificate Holder iii. CCNA / CCNP iv. CHFI v. GIAC vi. CRISC vii. SSCP viii. ECSA ix. Offensive Security Certified Professional x. ECIH 	Annexure#6 & Annexure#7 copy of the certificates of the staff should be enclosed
8)	Project Team (Minimum Composition & Eligibility) <ul style="list-style-type: none"> a) Project Manager – 1 No. <ul style="list-style-type: none"> i) The Project Manager must have completed minimum 5 IS Audit including one in Central/State Govt / PSUs / Bank. ii) At least one IS Audit as Lead Auditor b) Team Member - 2 Nos <ul style="list-style-type: none"> i) Both the Team Member must have completed minimum 2 IS Audit 	The persons deployed should have suitable auditor qualification and certifications such as CISA / CISSP / ISO 27001 Assessor/ISA or any other formal IT security auditor qualifications etc. The details are required to be submitted as per format in Annexure #6 & 7.

NOTE:

The Bidder must comply with all the above-mentioned criteria. Non-compliance of any of the criteria will entail rejection of the offer summarily. The requirements mentioned above are mandatory. Bidder should fulfill all the Eligibility criteria. Only those who fulfill all the eligibility criteria will qualify for further evaluation. Photocopies of relevant documents/certificates should be submitted as proof in support of the claims made. NSEGS reserves the right to verify/evaluate the claims made by the Bidder independently.

3. TENDER DOCUMENT FEE

This RFP document can be downloaded from Nagaland State Government Portal i.e. www.nagaland.gov.in. There is a Rs. 10,000/- (rupees ten thousand only) Fee for this RFP document.

4. EARNEST MONEY DEPOSIT (EMD):

1. Bidders shall furnish EMD of Rs.1,50,000/- (Rupees one lakh fifty thousand only) in the form of crossed DD / Pay Order / Bank Guarantee (as per Annexure #13) from Nationalized/Scheduled Banks excluding cooperative banks in favor of Nagaland State e-Governance Society, payable at Kohima, Nagaland. For the Bank, Guarantee should be valid for 4 more weeks beyond the offer validity period indicated in the tender. In case of submission of Bank Guarantee, the details of Contact Person of issuing branch, address, Fax, email address & Telephone No. are required to be furnished for verifying the authenticity of Bank Guarantee and also to facilitate returning the same to Bank after the expiry of validity period of Bank Guarantee.
2. Bidders are requested to upload the scanned copy of DD/Pay Order/Bank Guarantee online towards EMD submission along with the bid and forward the original EMD enclosed in an envelope addressed to The Director/HOD, NSEGS, Kohima, Nagaland 797004 super scribing Tender no & Tender date by speed post / Registered Post / Courier Service to reach the office before the tender closing date.
3. Timely submission of the EMD is the responsibility of the bidder and no reasons/excuses in this regard will be entertained by NSEGS.
4. Bids offered without EMD details along with Part-I bid will be summarily rejected.
5. The Bids of bidders will not be considered if the date of issue of EMD (DD/BG) is later than the tender closing date.
6. Bids will not be considered if the online details of EMD do not match with physical copies submitted.
7. EMD of unsuccessful bidders will be returned after finalization of the tender and shall be Interest-free.

5. INSTRUCTION TO THE BIDDERS:

Special Instructions to the Contractors/Bidders for the e-submission of the bids online through the eProcurement Portal (<https://nagalandtenders.gov.in>) & should follow the eProcurement portal guidelines

6. THE SUBMISSION OF PROPOSAL

- 1) Bidders have to submit the following documents to NSEGS in Hard copy (by post or courier) before the last date of submission of Bids:
 - i) Letter of Undertaking (Annexure #2)
 - ii) Conflict of Interest (Annexure #9)
 - iii) EMD (DD or BG as per Annexure #13)

- 2) Bidders have to submit all the documentary proof in support of the eligibility criteria listed in clause 2 above along with the following documents in the e-procurement portal (<https://nagalandtenders.gov.in>) in the Technical Bids Section:
 - i) Profile of the Bidder (Annexure #3)
 - ii) IT security audit Implementation Experience of Bidder (Annexure #4)
 - iii) TEF acceptance format (Annexure #5)
 - iv) Details of the Personnel to Be Deployed (Annexure #6)
 - v) A CV of the Team Members (Annexure #7)
 - vi) Litigation Impact Statement (Annexure #8)
 - vii) Non-Disclosure Agreement (Annexure #10)
 - viii) RTGS/NEFT format (Annexure #11)
 - ix) Bidder's compliance Statement on:
 - (a) Understanding of NSEGS Requirements
 - (b) Project Plan and Resource Loading
 - (c) Project Structure, Escalation, Reporting
 - (d) Methodology for implementation.

- 3) Bidders have to submit the Price Bid in the e-procurement portal (<https://nagalandtenders.gov.in>) in the Price Bids Section. Only the Excel file (latest, if any) uploaded in the e-procurement portal should be used.

7. VALIDITY PERIOD:

Bids / Offers shall have the validity period of 90 Days from the last date for bid submission. Bidders are requested to offer 90 days validity as per Tender Terms. Technically qualified Bidder shall be given the opportunity to accept validity as per tender in case of shorter validity quoted by the bidder. Non-acceptance thereafter will be rejected by NSEGS as non-responsive.

7.1 INSTRUCTIONS AND TIMELINES FOR RESPONDING

- 1) Any questions and/or requests for clarification relating to this RFP (Technical) should be sent to The Member Secretary, NSEGS, by 15/05/2021.
- 2) Documents and the bids in Response to the RFP must be submitted by 20-05-2021 as detailed in clause 6 above.
- 3) Please identify a lead contact within your organization for the purpose of this RFP and include all relevant contact details (e-mail address, phone number, and office address) within your response.

8. BID REJECTION CRITERIA:

- 1) Following bids shall be categorically rejected;
 - i) The Bids received after the tender closing date and time.
 - ii) Bids received without EMD as specified in the tender.
 - iii) In the case of e-tenders, if the date of issue of EMD (DD/BG) is later than the tender closing date.

Note:

Only e-offers uploaded through e-portal will be taken as valid offers for consideration and evaluation. Offers in any other forms such as received through tender box /courier/post etc. will not be considered for processing & treated as non-responsive.

- 2) Following bid rejection criteria may render the bids liable for Rejection:

- i) Incomplete/misleading/ambiguous bids in the considered opinion of NSEGS.
- ii) Bids received without/not meeting the pre-qualification criteria as per tender.
- iii) Bids with technical requirements and or terms not acceptable to NSEGS.
- iv) Validity period indicated by bidders is shorter than that specified in the tender inquiry.
- v) In the case of e-tenders, the original of the uploaded copy of EMD (DD/BG) if received after the tender closing date.
- vi) Bidders not agreeing to furnish Performance Bank Guarantee (PBG) for item/ supplies or not agreeing for retention of the equivalent amount by NSEGS up-to-the period till Completion of contractual and guarantee / warranty obligation.
- vii) Bidders not agreeing to furnish required Security Deposit till completion of the Supplies/services.
- viii) Bidders not submitting for Non-disclosure Agreement (NDA) without deviations.

9. OVERVIEW OF EVALUATION PROCESS (TWO PART OFFER):

1. Bidders have to submit documents to NSEGS such as Letter of Undertaking, Conflict of Interest and EMD by Post / Courier.
2. Bidders have to submit Technical Bid documents in the e-procurement portal (<https://nagalandtenders.gov.in>) in the Technical Bids Section
3. Bidders have to submit the Price Bid in the e-procurement portal (<https://nagalandtenders.gov.in>) in the Commercial / Price Bids Section. Only the Excel file (latest, if any) uploaded in the e-procurement portal should be used.
4. The Technical bids of only those bidders who have submitted EMD to NSEGS by Post / Courier will be considered for pre-qualification/technical evaluation.
5. In the first stage, the only TECHNICAL BID will be opened and evaluated. Those bidders satisfying the eligibility criteria and the technical requirements as determined by NSEGS and accepting the terms and conditions of this document shall be short-listed.
6. The commercial/price bids of only those bidders who qualify in the technical evaluation process will be considered for commercial evaluation.
7. The Bidder who has quoted the lowest commercial bid will be awarded the work subject to the submission of security deposit/ performance guarantee and signing of the contract.

9.1 SECURITY DEPOSIT:

1. The successful bidder shall submit Security Deposit for an amount of 10% on the value of the contract/order excluding Taxes & Duties in the form of DD /Pay Order/ Bank Guarantee in the prescribed format as per Annexure #14 in favour of Director, NSEGS., payable at Kohima within 15 working days of from the date of Work Order.
2. In case of Bank Guarantee, BG shall be from Nationalized/scheduled Banks excluding cooperative banks in the prescribed format and valid initially for two years plus an additional 4 weeks (for claim period). Security Deposit will be returned only after successful completion of Warranty period. Refund of Security Deposit whenever considered admissible by the Purchaser shall be refunded without interest. In the event of failure to execute the order satisfactorily, the Security Deposit will be en-cashed by NSEGS.

Note:

- ❖ NSEGS does not extend any concessions such as exemptions in payment of Security Deposit to any organizations irrespective of their status like NSIC and SSI etc.
- ❖ In case of BG towards SD, please ensure that the BG is sent directly to NSEGS by Registered Post with A.D. from the issuing Bankers in a sealed cover. It helps to avoid the time required for ascertaining the veracity of signatories to the Guarantee and its authentication.

10. PROJECT MANAGEMENT

Project resources:

The persons deployed should have suitable auditor qualification and certifications such as CISA / CISSP / ISO 27001 Assessor/ISA or any other formal IT security auditor qualifications etc. The details are required to be submitted as per format in Annexure #6 and Annexure #7.

The followings are the minimum Requirements of the Project Team:

- i) Project Manager – 1 No.
 - (a) The Project Manager must have completed minimum 5 IS Audit including one in Central/State Govt / PSUs / Bank.
 - (b) At least one IS Audit as Lead Auditor
- ii) Team Members – 2 Nos.
 - (a) Both the Team Member must have completed minimum 2 IS Audit

Since the continuity of the project team is essential for the success of the project, NSEGS expect the Successful Bidders to follow the diligent process for ensuring this. Under any circumstances when the Resource Personnel is to be replaced or removed, Successful Bidder shall put forward the profiles of personnel being proposed as replacements. These profiles should be either equivalent to or better than the ones being replaced. However, whether these profiles are better or equivalent to the ones being replaced will be decided by NSEGS or its authorized representative. NSEGS or its authorized representative will have the right to accept or reject these substitute profiles.

11. COMMERCIAL TERMS:

Indicative Price bid format (All Amount in INR):

S. No.	Services Offered	Total Charges (in Rs.) (inclusive of Taxes)
1	First Phase of the IT/Cyber Security Audit, Submission of Report & Policies, etc	
2	Second IT/Cyber Security Audit	
3	Total	

Please Note while quoting-

- a) The rates quoted above should be inclusive of all expenses including out of pocket expenses, travel, boarding lodging etc. at the respective locations. If there are any other charges quoted separately the bid will not be considered and may be disqualified.
- b) Taxes and Levies to be specified clearly in terms of Rs.

12. PAYMENT TERMS:

Payment is divided in two parts and will be disbursed in two phases as below.

- ❖ 100% of the "First Phase of the IT Security Audit, Submission of Report & Policies, etc" on completion/submission and acceptance of Report by NSEGS Management.
- ❖ 100% of the "Second IT Security Audit" on completion/submission and acceptance of Report by NSEGS Management.

13. GST compliance:

NSEGS requires that all invoices post-GST is compliant with the requirements of Tax Invoice, Debit and Credit note rules as provided by GST council. For eg. GST invoice must have name, GST Registration No., address of both the parties, HSN/SAC, etc. as stated under rules.

14. PERIOD OF VALIDITY OF QUOTATION:

The bidder shall hold their quotations valid for 90 (ninety) days from the last date for submission of bids. In exceptional circumstances, prior to the expiry of the original quotation validity period, NSEGS may request the Company/Firm for a specified extension of the period of quotation validity. The request and the response thereto shall be made in writing and will be binding on both the parties.

- i) The bidder shall designate the official mailing address and place to which all correspondence shall be forwarded by NSEGS.
- ii) The quotation shall be submitted in two parts, Technical and Commercial.
- iii) The last date for submission of tender is 20-05-2021, 1500 Hrs IST. The tenders will be opened on 21-05-2021, 12:00 noon IST.
- iv) The Bids should be submitted in the NIC's e-procurement Portal in the corresponding section Technical and Commercial.

During evaluation of bids, may, at its discretion, ask the bidder for clarification of its bids.

Also, NSEGS reserves the right to accept or reject any bid and to annul the tendering process and reject all bids, at any time prior to the award of the contract without assigning any reason whatsoever and without thereby incurring any liability to the affected Company/Firm or Company/Firms on the grounds for NSEGS action.

15. FORCE MAJEURE:

If at any time during the existence of this contract either party is unable to perform in whole or in part any obligations under this contract because of war, hostility, military operations, civil commotion, sabotage, quarantine, restrictions, acts of God and acts of Government (including but not restricted to prohibitions of export and import), fires, floods, explosions, epidemics, strikes, or any other labour trouble embargoes, then the date of fulfilment of any obligations engagement shall be postponed during the time when such circumstances are operative. Any waiver/extension of time in respect of the delivery of any installment or part of the goods shall not be deemed to be a waiver/extension of time in respect of the remaining deliveries. In the operation of such circumstances exceeds three months, either party will have the right to refuse further performance of the contract in which case neither party shall have the right to claim eventual damage.

16. ARBITRATION:

All disputes or difference whatsoever arising between the parties out of or relating to the construction, meaning and operation or effect of this contract or the breach thereof shall be settled by reference to arbitration by a sole arbitrator to be nominated by the Director of NSEGS. The award made in pursuance thereof shall be binding on both parties. The provisions of Arbitration and Conciliation Act 1996 shall apply to this arbitration.

The venue of arbitration shall be Kohima.

17. TERMINATION FOR DEFAULT

- 1) NSEGS may, without prejudice to any other remedy for breach of a work order, by written notice of default, sent to the Bidder, terminate this work order in whole or in part.
- 2) If the Bidder fails to deliver any or all of the services within the time period(s) specified in the work order, or any extension thereof granted by NSEGS.
- 3) If the Bidder fails to perform any other obligation(s) under the work order; and If the NSEGS, in either of the above circumstances, does not remedy his failure within a period of 7 days (or such longer period as NSEGS may authorize in writing) after receipt of the default notice from NSEGS.

18. CONFIDENTIALITY

All documents, information and reports relating to the assignment would be handled and kept strictly confidential and not shared/published/supplied or disseminated in any manner whatsoever to any third party, except with NSEGS's written permission. In this regard, a bidder has to enter into Non-Disclosure Agreement with NSEGS as per clause 21 below in the format provided in Annexure #10

19. SET OFF

Any sum of money due and payable to the Bidder (including security deposit refundable to him) under this contract may be appropriated by NSEGS or any other person or persons contracting through NSEGS and set off the same against any claim of NSEGS or such other person or persons for payment of a sum of money arising out of this contract or under any other contract made by the Bidder with NSEGS or such other person or persons contracting through purchaser.

20. MERGER & ACQUISITIONS

In case of mergers and acquisitions of Bidder Company, all contractual conditions and obligations shall automatically get transferred to acquiring company/entity and acquiring company must assume all the obligations of the contract till the end of the contract period.

21. NON DISCLOSURE AGREEMENT (NDA):

- 1) The participating bidders shall have to submit signed NDA without any deviations on Company's Letterhead by authorized Signatory from vendor side as per prescribed format at Annexure #10 while submission of technical bid on the tender due date.
- 2) After placement of order, the successful bidder shall have to submit mutually accepted/agreed NDA on Non-Judicial stamp paper of value Rs. 100/- in two (2) originals. The agreement will be executed by authorized representatives from Vendor Side & NSEGS.

22. LIQUIDATED DAMAGES:

Time is the essence of the contract. Therefore, the job, as ordered, should be completed on the dates mutually agreed upon in accordance with the delivery schedule. In cases of delay not attributable to Purchaser beyond the agreed schedule, the Supplier / Contractor shall pay liquidated damages, a sum representing 1% (One percent) per week or part thereof, subject to a maximum of 10% of the final Order / Contract value. Vendor / Contractor (Seller) will also be liable to pay Liquidated Damages for late delivery of Manuals & Documentation as agreed to by Purchaser and Supplier / Contractor (Seller)

and as stated in the Purchase Order. The amount of such damages will be clearly defined in the Purchase Order and may extend up to 10% of the Order Value.

23. LIMITATION OF LIABILITY:

Limitation of Liability Except in cases of criminal negligence or willful misconduct,

- i) The successful bidder shall not be liable to the company, whether in Contract, tort, or otherwise, for any indirect or consequential loss or damage, loss of use, loss of production, or loss of profits or interest costs and
- ii) The aggregate liability of the successful bidder to the company, whether under the Contract, in tort or otherwise, shall not exceed the 100 % (hundred) of the Contract Price plus escalation, provided that this limitation shall not apply to any obligation of the successful bidder to indemnify the company with respect to workman compensation and Penalty.

24. ANNEXURES / ENCLOSURES

- Annexure #1 –Scope of Work
- Annexure #2- Letter of Undertaking
- Annexure #3 –List of Website
- Annexure #4- Profile of the Bidder
- Annexure #5- IT security audit Implementation Experience of Bidder
- Annexure #6 – Tender Enquiry Form (TEF) Acceptance Format
- Annexure #7- Details of the Personnel to Be Deployed
- Annexure #8- CV of the Team Members
- Annexure #9- Litigation Impact Statement
- Annexure #10- Conflict of Interest
- Annexure #11 – Non Disclosure Agreement (NDA)
- Annexure #12 – RTGS/NEFT Format
- Annexure#13- Model Contract agreement
- Annexure#14– Bank Guarantee Format for EMD
- Annexure #15- Bank Guarantee Format – Performance

ANNEXURE# 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, which includes the evaluation and gap analysis of the following with respect to CERT-IN guidelines:

- ❖ Current IT infrastructure of Website
- ❖ Operating systems and databases at the Server level and User level
- ❖ Application packages and databases
- ❖ Identification of vulnerabilities, security flaws, gaps and loopholes
- ❖ Carry out ethical Internal and External Penetration Test
- ❖ NSEGS would like to have the audit performed in a phased manner, wherein the

a. The First Cyber Security Audit exercise needs to be commenced within 10 business days of issuing the Work Order. This needs to be done at NSDC Located in Kohima, Nagaland and Departmental end users for all types of IT systems of NSEGS for Cyber Security. Report of Cyber Security Gaps along with the recommendations needs to be provided by the Bidder and based on the same security Gap analysis and action would be taken at NSEGS end. The First Phase of the Cyber Security Audit and its Reporting need to be completed within 20 business days of commencement. Creation of Policies etc needs to be completed within the next 10 business days.

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 concerned NSEGS representative, and thereafter the bidder should commence the Second Phase of 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.

c. The Second Cyber Security Audit needs to be completed within 20 business days after concerned NSEGS representative gives the go-ahead for the Second Phase exercise. The purpose of the Second Phase Audit exercise would be to review and ensure that remediation action has been taken against all the observation points/gaps. The Second phase audit exercise should also result in a Detailed Report and Analysis to be submitted for the current Cyber Security status of NSEGS.

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
- ❖ Documented evidence
- ❖ Compliance Audits

2.2 Operating Systems and System Software such as Server Software, Domain controller Server, Server Hardware such as Blade Servers, Rack Servers, etc. The audit will include the server vulnerability assessment, pack and service patch updates, backdoor checks, default configuration.

2.3 Network connections of leased lines between Corporate and Port Office. Routers & Firewalls in NSDC. Controls of the Internet and other network access to various end-users by firewalls and anti-virus policies. The audit will include the network architecture review, network vulnerability assessment and network configuration review based on the vulnerability assessment. The bidder is supposed to analyze all reports, logs, etc. of the cybersecurity devices installed in NSEGS and provide input on cybersecurity policies for the same.

2.4 End-user device audit: admin/user password control, license control, OS patches, updates, virus updates, shared folders access control, use of external devices, the presence of unnecessary software.

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

- a) Methodology in which the Cyber Security Audit activity to be done, this will include the time frame of each activity so as to organize the cyber audit activity for better control and monitoring.
- b) Standards of Security and Quality that are to be followed during the Cyber Security Audit activity.
- c) Tools and Software that may be used for the cybersecurity audit activity. All tools and software used by the bidder need to be licensed.
- d) Any Additional and Mandatory standards of Cyber Audit regulation as required for CERT-IN Audit, should be made available and applicable by the Auditor.
- e) The scope of 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

2.6 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 15 days of issuing the Work Order. This needs to be done at all offices Locations and Departmental end users for all types of IT systems of NSEGS for Cyber Security. The audit will include a compliance audit as per CERT-IN markers along with the technical sampling audit for evidence gathering. Report of Cyber Security Gaps need to be provided by the Bidder and based on the same security Gap analysis and action would be taken at NSEGS end. The First Phase of the Cyber Security Audit and its Reporting need to be completed as per scheduled time line.

- a. 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 concerned NSEGS representative, and thereafter the bidder should commence the Second Phase of 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. The Report of the Gap Analysis of the First Phase of Cyber Security Audit should be made in such a way that it should help NSEGS in bridging the Gap.

- b. The Second Cyber Security Audit need to be completed within 20 days after 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 Security Gap Report Submitted in the First Phase exercise, still exists or the Cyber Security Gaps are plugged-in to make the IT system of NSEGS secure and as much foolproof 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 NSEGS.

2.7 Reports required by NSEGS, during and at the end of the Cyber Security Audit exercise :

1. Audit Plan and proposed and actual progress in the Cyber Audit exercise on a weekly basis.
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 on a weekly basis and as and when required by NSEGS.
4. Analysis of vulnerabilities and issues of concern of Cyber Security needs to be reported on a weekly basis.
5. Recommendations in line with CERT-IN guidelines to make NSEGS’s IT infrastructure 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 for Gap Analysis and Plugging, as per CERT-In guidelines, need to be made to the management of NSEGS as required. Recommendations should also be given for Quality Standard ISO 27001, as this is also a prime objective of the Cyber Security Audit Output.

2.8 The bidder will analyze all reports, logs etc. from the cyber security devices in NSEGS, 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.

2.9 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

SCOPE OF IT INFRASTRUCTURE TO BE AUDITED:

S. No.	Parameters	Description
	No. of Servers	
	Operating systems:	Linux / Windows

	Website/webapp/mobileapp	
	Online payment transactions (if any)	

Deliverables of the Engagement - Reports and Schedule of Deliverables

3.1 Reports

Third Party Audit Firm will produce a report which should include the overall IT/Cybersecurity protection status considering people, process and technology. The IT/Cybersecurity assessment report/audit report should include expert recommendations which will make the NSDC IT environment secure and sustainable. The report should include the following sections but not limited to:

1) Assessment report on the Information/IT Security Policy of NSDC and provide recommendations for a roadmap to quality standard ISO 27001, including suggestions for best practices and procedures for NSDC

2) Development of the Information Security/IT related Policies, as per ISMS which should include:

- a. Access control
- b. Asset management
- c. Change Management
- d. Backup and Recovery
- e. IT System Operations security
- f. Network and Communications security
- g. System acquisition, development, and maintenance
- h. IT Risk Management
- i. Information security incident management
- j. Information security aspects of business continuity management (BCM)
- k. Information and information related devices disposal policy
- l. Compliance and Regulatory requirements management

3) IT/Cyber Security Audit Report (along with recommendations) on NSDC IT environment, as per CERT-IN guidelines which should include but not limited to:

- a. Access Control
- b. Network Security Management
- c. Database Management Process
- d. Backup & Restore Policy and Backup Plan
- e. Log management and monitoring policies for the database, applications, router, firewall, and operating systems
- f. Incident Management and resolution process of the incidents
- g. Patch update, bug fix, and anti-Virus update process
- h. Report on Penetration Testing and Vulnerability Scan

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 + 1 week

2	Status Reports showing proposed vs actual progress, delays (if any), and support required, gaps identified till date etc.	Every Week
3	Summary of IT/Cyber Audit findings, including identification tests and the results of the tests, need to be shared with concerned NSDC officials on a weekly basis and as and when required by NSDC	Weekly/ As & when requested
4	Prepare and submit an (i) draft Cybersecurity and IT audit report, (ii) draft Information/IT Security related policies (iii)Expert Recommendations on the identified gaps. The audit report will have the following elements included in it: Development of the Information Security/IT related Policies, which should include: 1.Access control 2.Asset management 3. Change Management 4.Backup and Recovery 5.IT System Operations security 6.Network and Communications security 7.System acquisition, development and maintenance 8.Website Risk management 9.Information security incident management 10.Information security aspects of business continuity management (BCM) 11. Information and information related devices disposal policy 12.Compliance and Regulatory requirements management	T2=T1+3 weeks
5	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, need to be made to the management of NSEGS as required. Recommendations should also be given for Quality Standard ISO 27001, as this is also a prime objective of the IT/Cyber Security Audit Output.	T3=T2+1 week
6	Submission of final reports with required guidelines and documents(Phase 2)	T4=T3+1 week

4 Audit Approach and Audit Considerations:

The independent IT/Cybersecurity audit will be undertaken through an evaluation of risk management by assessing the total chain process of IT environment for operational integrity and operational management.

The Consultant shall sign a Confidentiality Agreement before starting the assignment, which will ensure the confidentiality and integrity of the content, data, applications, logic, structure, designs and other property of the Client, which should be shared, given access, and will be used by the Consultant during the execution of the assignment.

The Consultant should take care of the following considerations and details at the beginning of the IT/Cyber Security Audit exercise:

1. Approach and Methodology in which the IT/Cyber Security Audit activity is to be done, this will include the time frame of each activity so as to organize the IT/Cyber audit activity for better control and monitoring.
2. Standards of Security and Quality that are to be followed during the IT/Cyber Security Audit activity.
3. Tools and Software that may be used for the IT/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.

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 (RupeesLac 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
1.	https://agriculture.nagaland.gov.in	Agriculture Department
2.	https://chiefminister.nagaland.gov.in	Chief Ministers Office
3.	https://hgcd.nagaland.gov.in	Civil Defence and Home Guards
4.	https://duda.nagaland.gov.in	DUDA
5.	https://startup.nagaland.gov.in	Startup Nagaland
6.	https://evaluation.nagaland.gov.in	Evaluation
7.	https://focus.nagaland.gov.in	IFAD - FOCUS
8.	https://highereducation.nagaland.gov.in	Higher Education Department
9.	https://home.nagaland.gov.in	Home Department
10.	https://hortidept.nagaland.gov.in	Horticulture
11.	https://industry.nagaland.gov.in	Industries and Commerce
12.	https://ditc.nagaland.gov.in	Information Technology & Communication
13.	https://labour.nagaland.gov.in	Labour & Employment
14.	https://nlsic.nagaland.gov.in	Nagaland Information Commission
15.	https://nidc.nagaland.gov.in	Nagaland Industrial Development Corporation Ltd.
16.	https://nmc.nagaland.gov.in	Nagaland Medical Council
17.	https://npcb.nagaland.gov.in	Nagaland Pollution Control Board
18.	https://nsacs.nagaland.gov.in	Nagaland State Aids Control Society
19.	https://nscw.nagaland.gov.in	Nagaland State Commission for Women
20.	https://nslsa.nagaland.gov.in	Nagaland State Legal Service Authority
21.	https://nsmdc.nagaland.gov.in	Nagaland State Mineral Development Corporation (NSMDC)
22.	https://nre.nagaland.gov.in	New & Renewable Energy
23.	https://dpar.nagaland.gov.in	Personnel and Administrative Reforms
24.	https://pmfme.nagaland.gov.in	PMFME
25.	https://npwd.nagaland.gov.in	Public Works Department
26.	https://govtpress.nagaland.gov.in	Printing and Stationary

27.	https://prisons.nagaland.gov.in	Prisons
28.	https://rajbhavan.nagaland.gov.in	Raj Bhavan
29.	https://education.nagaland.gov.in	School Education
30.	https://dsw.nagaland.gov.in	Social Welfare
31.	https://scert.nagaland.gov.in	State Council of Educational Research and Training
32.	https://srcw.nagaland.gov.in	State Resource Centre for Women
33.	https://tourism.nagaland.gov.in	Tourism
34.	https://vety.nagaland.gov.in	Veterinary and Animal Husbandry
35.	https://ebiz.nagaland.gov.in	Industries - ebiz
36.	https://fcs.nagaland.gov.in	Food & Civil Supplies
37.	https://snwc.nagaland.gov.in	Soil and water conservation
38.	https://scpd.nagaland.gov.in	State Commissioner for persons with disabilities
39.	https://lokayukta.nagaland.gov.in	Lokayukta Office
40.	http://webtest.nagaland.gov.in/dpa	Parliamentary Affairs department
41.	http://webtest.nagaland.gov.in/dwrđ	Dept of Women Resource & Development
42.	http://webtest.nagaland.gov.in/dietchiechama	Diet Chiechama
43.	http://webtest.nagaland.gov.in/dietdimapur	Diet Dimapur
44.	http://webtest.nagaland.gov.in/dietmokokchung	Diet Mokokchung
45.	http://webtest.nagaland.gov.in/dietmon	Diet Mon
46.	http://webtest.nagaland.gov.in/dietpfutsero	Diet Pfutsero
47.	http://webtest.nagaland.gov.in/diettuensang	Diet Tuensang
48.	http://webtest.nagaland.gov.in/dietwokha	Diet Wokha
49.	http://webtest.nagaland.gov.in/dietzunheboto	Diet Zunheboto
50.	http://webtest.nagaland.gov.in/excise	Excise
51.	https://webtest.nagaland.gov.in/fisheries	Fisheries
52.	http://webtest.nagaland.gov.in/lottery	Lottery Department
53.	http://webtest.nagaland.gov.in/nla	NLA
54.	https://ati.nagaland.gov.in	Administrative Training Institute Kohima
55.	https://adcughoboto.nagaland.gov.in	ADC Pughoboto
56.	https://atmakohima.nagaland.gov.in	Agricultural Technology Management Agency(ATMA)
57.	http://artandculture.nagaland.gov.in	Art and Culture
58.	https://ctc.nagaland.gov.in	Chumukedima Town Council

59.	https://dmc.nagaland.gov.in	Dimapur Municipal Council
60.	https://dgm.nagaland.gov.in	Directorate of Geology and Mining
61.	http://dte.nagaland.gov.in	Directorate of Technical Education
62.	https://dyrs.nagaland.gov.in	DYRS
63.	http://statistics.nagaland.gov.in	Economics & Statistics
64.	https://desd.nagaland.gov.in	Employment & Skills
65.	http://finance.nagaland.gov.in	Finance
66.	https://forest.nagaland.gov.in	Forest Environment & Climate Change
67.	http://nagahealth.nagaland.gov.in	Health & Family Welfare
68.	http://rckohimaignou.nagaland.gov.in	Ignou-Kohima
69.	https://ipr.nagaland.gov.in	IPR
70.	http://kohimacollege.nagaland.gov.in	Kohima College
71.	https://kmc.nagaland.gov.in	Kohima Municipal Council
72.	https://dlrs.nagaland.gov.in	Land Records and Survey
73.	https://nbocw.nagaland.gov.in	Nagaland Building & other Construction Workers' Welfare Board
74.	https://rcs.nagaland.gov.in	Nagaland co-operative society
75.	https://police.nagaland.gov.in	Nagaland Police
76.	https://nsdma.nagaland.gov.in	Nagaland State Disaster Management Authority
77.	http://nser.nagaland.gov.in	Nagaland State Extention Reforms
78.	https://nsrlm.nagaland.gov.in	Nagaland State Rural Livelihood Mission
79.	https://nursingcouncil.nagaland.gov.in	Nursing Council
80.	https://phed.nagaland.gov.in	Public Health Engineering
81.	http://rtidcdmp.nagaland.gov.in	RTI website of the D.C.'s Office, Dimapur
82.	http://dcperen.nagaland.gov.in	RTI website of the D.C.'s Office, Peren
83.	http://dst.nagaland.gov.in	Science & Technology
84.	https://sericulture.nagaland.gov.in	Sericulture
85.	http://sird.nagaland.gov.in	State Institute for Rural Development
86.	http://mvd.nagaland.gov.in	Transport
87.	http://ud.nagaland.gov.in	Urban Development

88.	http://wrd.nagaland.gov.in	Water Resource Department
89.	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:
 Name of Firm:
 Address

Seal & Signature of Authorized Person

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:
 Name of Firm:
 Address

Seal & Signature of Authorized Person

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

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/Relevant Technical and Management Experience

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.

2. 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
3. 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.

4. 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.
5. 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.
6. 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
7. 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:

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:
Person
Name of Firm:
Address

Seal & Signature of Authorized

ANNEXURE #13

MODEL CONTRACT AGREEMENT

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

This CONTRACT (hereinafter together withappendices attached hereto called the Contract) is made onday of2019 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,
Department of Information Technology & Communication
Kohima, 797004

Date...../... /2019

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.