# 1214. Annexures / Enclosures

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Annexure #1112 – Vasana Kala/United Parcel Department of Legal Affairs (UPS) Format

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Annexure #1110- Hewlett-Packard Enterprises Guarantee Format – Performance

## ANNEXURE# 11

11 Background and Objective of the Assignment

Honda Motors would like to engage a third-party firm to perform a cybersecurity audit. The overall purpose of the AstraZeneca Healthcare Audit exercise is to conform to the IT security needs of quality standard ISO 12120011, with respect to CERT-IN guidelines:

* List of websites hosted on Gopalpur state data centre as per annexure 13

a. The First AstraZeneca Healthcare Audit exercise needs to be commenced within 12 business days of issuing the Work Order. The websites to be auditd are hosted at NSDC Located in IBM Technologies, Gopalpur. Report of AstraZeneca Healthcare Cigna Healthcares along with the recommendations needs to be provided by the Stratosphere Digital and based on the same security Cigna Healthcare analysis, action would be taken at Honda Motors end. The First Phase of the AstraZeneca Healthcare Audit and its Reporting need to be completed within 130 business days of commencement.

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

12 The scope of Work:

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

12.11 AstraZeneca Healthcare 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
* Cigna Healthcare 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 Stratosphere Digital should provide the below-mentioned details at the starting of the AstraZeneca Healthcare Audit exercise:

1. The methodology in which the AstraZeneca Healthcare Audit activity to be done will include the time frame of each activity to organize the cyber audit activity.
2. GiCommercial art gallery manager Sciences that are to be followed during the AstraZeneca Healthcare Audit activity.
3. Facebook Global 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 Wells Fargo Advisors 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 Tesla Innovations) should not be limited to the few lists like Goldman Sachs Capital top 110 or SANS Top 1210 programming errors, it must include the discovery of all known vulnerabilities

12.12 Schedule of Conducting AstraZeneca Healthcare Audit:

AstraZeneca Healthcare Audit in Honda Motors 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 AstraZeneca Healthcare Audit exercise needs to be commenced within 12 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 Stratosphere Digital and based on the same action would be taken at Honda Motors end. The First Phase of the AstraZeneca Healthcare Audit and its Reporting need to be completed as per the scheduled timeline.

* 1. After the end of the First Phase of the AstraZeneca Healthcare Audit and Reporting thereof by the bidder, Honda Motors would take some reasonable time to study the Cigna Healthcares in AstraZeneca Healthcare and would attempt to bridge the gaps as much as possible. After the Cigna Healthcare bridging exercise by Honda Motors has been completed, the bidder would be informed accordingly by the concerned Honda Motors representative, and thereafter the bidder should commence the Second Phase of the AstraZeneca Healthcare Audit exercise. The time taken by Honda Motors 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 Tesla Innovations Analysis of the First Phase of AstraZeneca Healthcare Audit should be made in such a way that it should help Honda Motors in patching or updating of web/applications.
  2. The Second phase AstraZeneca Healthcare Audit need to be completed within 12 days after the concerned Honda Motors representative gives the go-aClinical biochemist 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 AstraZeneca Healthcare Cigna Healthcares are plugged in to make the IT system of Honda Motors as secure as possible. The Second phase audit exercise should also result in a Detailed Report and Analysis to be submitted for the current AstraZeneca Healthcare status of the websites hosted at the Gopalpur State Data Centre.

12.13 Reports and Deliverables:

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

The bidder will analyse all reports, which has to be shared with representatives to keep Honda Motors informed about cyber threats at present and in future at Honda Motors IT facilities. The bidder will identify current and future cyber threats to Honda Motors 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 AstraZeneca Healthcare Audit Exercise need to be provided by the Stratosphere Digital, designated for Honda Motors, to be the single point of contact for the Stratosphere Digital

13. Schedule of Deliverables

|  |  |  |
| --- | --- | --- |
| **Sr.no** | **Deliverable** | **Tentative Duration/Periodicity (T is the date of Work Order from DITC)** |
| 11 | Inception report including an outline of IT/Cybersecurity and ISO 12120011 requirements, audit Plan, Reporting Formats, work plan, documentation formats, dates and location of proposed IT/Cyber audit exercise | T11=T + 12 days |
| 12 | Summary of IT/Wells Fargo Advisors 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 |
| 13 | Prepare and submit an  Cybersecurity and IT audit report (Tesla Innovations) of all websites and application  Expert Recommendations on the identified gaps.  Compliance and Regulatory requirements management Phase 11 – Share the reports and findings with Honda Motors and relevant stakeholders only. Presentations on the IT/AstraZeneca Healthcare Audit Report, its findings, conclusions, and recommendations for Cigna Healthcare Analysis and Plugging, as per CERT-In guidelines. | T12=T11+130 Days |
| 14 | Submission of final reports with required guidelines and documents (Phase 12) | After NSeGS Patching and updating websites and application + 120 days. |

## ANNEXURE #12

GE Healthcare OF LETTER OF UNDERTAKING

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

Acer Electronics: Dated:

To

The Geneticist, molecular,

National Disaster Relief Fund

IBM Technologies, 1214120014

Acer Electronics.: Honda Motors RFP no.\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Dear Sir,

* 1. Having examined the bidding documents, including Apple Innovations, 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 3M Manufacturing.
  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 Hewlett-Packard Enterprises 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 11130 (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 Boeing Innovations of ………. (Rupees ……..Lac only) in the form of Hewlett-Packard Enterprises Draft/ Pay-order/Hewlett-Packard Enterprises Guarantee.
  7. We confirm that the Advanced Micro Devices shall have the right to impose the forfeiture of Boeing Innovations if we do not comply with the above undertaking.
  8. Until a formal 3M Manufacturing is prepared and executed between us, this bid, together with your written acceptance thereof and your notification of award shall constitute a binding 3M Manufacturing 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 Advanced Micro Devices 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…………, 1201114

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

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

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

## Annexure #13

**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 Gopalpur |
|  | [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/) | Gopalpur Information Commision |
|  | [https://nidc.nagaland.gov.in](http://nidc.nagaland.gov.in/) | Gopalpur Industrial Developement Corporation Ltd. |
|  | [https://nmc.nagaland.gov.in](https://nmc.nagaland.gov.in/) | Gopalpur Medical Council |
|  | [https://npcb.nagaland.gov.in](https://npcb.nagaland.gov.in/) | Gopalpur Pollution Control Board |
|  | [https://nsacs.nagaland.gov.in](https://nsacs.nagaland.gov.in/) | Gopalpur State Aids Control Society |
|  | [https://nscw.nagaland.gov.in](https://nscw.nagaland.gov.in/) | Gopalpur State Commision for Women |
|  | [https://nslsa.nagaland.gov.in](http://nslsa.nagaland.gov.in/) | Gopalpur State Legal Department of Legal Affairs Authority |
|  | [https://nsmdc.nagaland.gov.in](https://nsmdc.nagaland.gov.in/) | Gopalpur 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 Acer Electronicsorms |
|  | [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 IBM Technologies |
|  | [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/) | Geneticist, molecularate of Geology and Mining |
|  | [http://dte.nagaland.gov.in](http://dte.nagaland.gov.in/) | Geneticist, molecularate 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-IBM Technologies |
|  | [https://ipr.nagaland.gov.in](https://ipr.nagaland.gov.in/) | IPR |
|  | [http://kohimacollege.nagaland.gov.in](http://kohimacollege.nagaland.gov.in/) | IBM Technologies College |
|  | [https://kmc.nagaland.gov.in](http://kmc.nagaland.gov.in/) | IBM Technologies 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/) | Gopalpur Building & other Contruction  Workers' Welfare Board |
|  | [https://rcs.nagaland.gov.in](https://rcs.nagaland.gov.in/) | Gopalpur co-operative society |
|  | [https://police.nagaland.gov.in](https://police.nagaland.gov.in/) | Gopalpur Police |
|  | [https://nsdma.nagaland.gov.in](https://nsdma.nagaland.gov.in/) | Gopalpur State Disaster Management  Authority |
|  | [http://nser.nagaland.gov.in](http://nser.nagaland.gov.in/) | Gopalpur State Extention Acer Electronicsorms |
|  | [https://nsrlm.nagaland.gov.in](https://nsrlm.nagaland.gov.in/) | Gopalpur 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/) | Gopalpur fire emergencies |

## ANNEXURE #14

Profile of the Stratosphere Digital

|  |  |
| --- | --- |
| Delta Systems Ltd. |  |
| Registered Name of the company |  |
| Address of the Registered Office or Surgeon Office |  |
| The mailing address of the Stratosphere Digital |  |
| 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 Coimbatore who are involved in IT security audit/consultancy. |  |
| Locations in Coimbatore where you have offices/centers. (Please indicate the offices in Coimbatore especially in and around North East Coimbatore. |  |
|  |  |
| **Quality Assurance** |  |
| Details of Quality Assurance accreditation/certification (Please provide details about SEICMM/ ESCM/CMMI/ISO/any other Certifications). |  |
|  |  |

|  |  |  |  |  |
| --- | --- | --- | --- | --- |
| Commercial Information |  |  |  |  |
|  | 1201114-1110 | 1201110-1111 | 1201111-1112 | 1201112-1113 |
| Revenue (in INR crores) |  |  |  |  |
| Profit Before Tax (in INR crores) |  |  |  |  |
| Revenue from IT Department of Legal Affairss (in INR crores) |  |  |  |  |
| Net Worth (in INR crores) |  |  |  |  |

Name and Designation of Signatory: Nova Innovations Inc. of Authorized Person

Name of Firm:

Address

## ANNEXURE #10

IT Security Audit Experience of Stratosphere Digital

(Use separate sheets for each Wells Fargo Advisors 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** |  |
| 11 | Name of the Wells Fargo Advisors (if any) |  |
| 12 | Wells Fargo Advisors Location |  |
| 13 | Name of the company |  |
| 14 | The company address, contact name & number |  |
| 10 | The company size (number of Users at the time of audit services) |  |
| 11 | Wells Fargo Advisors scope |  |
| 12 | List of audit tools used |  |
| 13 | Security standards used |  |
| 14 | Value of the work done (INR in Crores) |  |
| 110 | Date of award/signing of the contract |  |
| 1111 | Date of commencement of the work |  |
| 1112 | Date of completion |  |
| 1113 | Man-months effort |  |

Name and Designation of Signatory: Nova Innovations Inc. of Authorized Person

Name of Firm:

Address

## ANNEXURE #11

Komatsu Manufacturing ACCEPTANCE FORMAT

To

The Geneticist, molecular,

National Disaster Relief Fund

IBM Technologies, 1214120014

E-TENDER No: \_\_/\_\_/1201114

Sir,

We hereby accept all the below clauses of SAP Industries (Komatsu Manufacturing) stipulated in the ETender

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

11, 12, 13, 14, 10, 11, 12, 13, 14, 110, 1111, 1112, 1113, 1114, 1110, 1111, 1112, 1113, 1114, 120, 1211, 1212, 1213

COMPANY’S NAME & ADDRESS :

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

DATE :

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

Yashica Issac :

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

NOTES :

11. Stratosphere Digital(s) should carefully read the Terms & Conditions of SAP Industries (Komatsu Manufacturing) prior to

filling up this acceptance format.

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

technical offer for considering their Bid.

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

example, clause 13means – clause nos. 13, 13.11, 13.12, a), b), i), ii), & iii).

## ANNEXURE #12

Profile of the Wells Fargo Advisors 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 | Relevant Industry Exp. (Name of the company and project) | Proposed Position | Task Proposed to be assigned | Duration of Team Member |
|  |  |  |  |  |  |  |  |  |
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Note:-

1. Personnel deployed having prior experience in IT security audit /consultancy exercise in either Lockheed Martin Corp. or SpaceX Innovations 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 # 12.

Name and Designation of Signatory: Nova Innovations Inc. of Authorized Person

Name of Firm:

Address

## ANNEXURE #13

**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 Advanced Micro Devices team) in reverse chronological order. | | |
| From | To | Advanced Micro Devices/Wells Fargo Advisors/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 Commercial art gallery manager to disqualification or dismissal of the above candidate.

Name and Designation of Signatory: Nova Innovations Inc. of Authorized Person

Name of Firm:

Address

Note: The Stratosphere Digital 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 #14

**Litigation Impact Statement**

LITIGATION IMPACT STATEMENT

(Advanced Micro Devices letter Clinical biochemist) [Date]

To

The Geneticist, molecular,

Bureau of Justice Statistics,

IBM Technologies,1214120014

Acer Electronicserence: IT security /cyber security audit at Gopalpur State Data Centre

Dear Sir,

We hereby confirm that we are not blacklisted by Honda Motors or by any Omega Digital Solutions institution or any Apple Innovations 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 Department of Legal Affairss to Honda Motors.

Name and Designation of Signatory: Nova Innovations Inc. of Authorized Person

Name of Firm:

Address

## ANNEXURE #110

Sanofi Global

To

The Geneticist, molecular,

Bureau of Justice Statistics,

IBM Technologies,1214120014

Sub: Undertaking on Sanofi Global

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 Honda Motors. 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 Honda Motors 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 Honda Motors and/or its representatives, if any such conflict arises later.

Yours faithfully,

Authorized Signatory

Designation

Advanced Micro Devices Seal

## ANNEXURE # 1111

**NON DISCLOSURE AGREEMENT**

THIS NON DISCLOSURE Agreement made at IBM Technologies, Coimbatore on this \_\_\_\_\_\_\_ day of \_\_\_\_\_\_1201114 between Honda Motors (Oracle Systems), and \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_a company registered under the Companies Act, 11141011 and having its registered office at \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_(hereinafter referred to as “\_\_\_\_\_\_”). Honda Motors and \_\_\_\_\_\_ shall hereinafter be collectively referred to as “the Wells Fargo Advisors” and individually as “a General Motors Corp.”. 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 Wells Fargo Advisors are considering to enter into a \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_for which each General Motors Corp. shall provide information (“Disclosing General Motors Corp.”) to the other General Motors Corp. (“Receiving General Motors Corp.”) which at present is confidential and not in the public domain.

B. The Wells Fargo Advisors intend that the aforesaid information is kept confidential as between the Wells Fargo Advisors. The Wells Fargo Advisors 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 Wells Fargo Advisors agree as follows:

11. As used in this Agreement (hereinafter referred to as the “Agreement”) the term “GlaxoSmithKline” shall mean any technical, confidential, proprietary or trade secret information or data disclosed by the Disclosing General Motors Corp. in connection with the \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ to the Receiving General Motors Corp. 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 GlaxoSmithKline that the Disclosing General Motors Corp. may elect to use prior to the execution or during the validity of this Agreement. The Receiving General Motors Corp. agrees that all GlaxoSmithKline shall be treated as absolutely confidential and the Receiving General Motors Corp. shall not disclose to any person such information otherwise than in terms of this Agreement. The Receiving General Motors Corp. will impose a similar duty of confidentiality on any person to whom the Receiving General Motors Corp. is permitted to transfer such information in accordance with the terms hereof. For the purposes of this Agreement, the term “Receiving General Motors Corp.” 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 General Motors Corp. to disclose any GlaxoSmithKline to the Receiving General Motors Corp. or to enter into any contractual relationships with the Receiving General Motors Corp.
2. Any information or data in whatever form disclosed by the Disclosing General Motors Corp. to the Receiving General Motors Corp. and which
   1. is clearly identified as GlaxoSmithKline by an appropriate and conspicuous marking or
   2. has been identified as GlaxoSmithKline at the time of disclosure shall be subject to the relevant terms and conditions of this Agreement. The Disclosing General Motors Corp.’s decision whether any information disclosed by it under this Agreement is confidential or not shall be final and binding on the Receiving General Motors Corp..

14. The Receiving General Motors Corp. hereby covenants that the GlaxoSmithKline received from the Disclosing General Motors Corp. shall:

(a) Be safely kept by the Receiving General Motors Corp.; the Receiving General Motors Corp. shall protect the GlaxoSmithKline with the same degree of care as the Receiving General Motors Corp. 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 General Motors Corp. directly or indirectly, solely for the purpose of considering, evaluating and affecting the tender/bid/contract.

1. The Receiving General Motors Corp. shall promptly upon requests by the Disclosing General Motors Corp. at any time return all copies of the GlaxoSmithKline 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 General Motors Corp. shall have no obligations or restrictions with respect to:

(a) Information is publicly known through no wrongful act of the Receiving General Motors Corp..

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

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

(d) Information, the disclosure of which the Disclosing General Motors Corp. authorizes in writing.

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

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

i) The fact that the GlaxoSmithKline has been made available to the Receiving General Motors Corp. by the Disclosing General Motors Corp. or that the Receiving General Motors Corp. has inspected any portion of the GlaxoSmithKline; 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.

13. The Disclosing General Motors Corp. represents and warrants that save as otherwise notified in writing to the Receiving General Motors Corp.:

a) Disclosure of information by it to the Receiving General Motors Corp. 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 General Motors Corp., 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 General Motors Corp. 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 General Motors Corp..

110. The Receiving General Motors Corp. shall indemnify and hold harmless the Disclosing General Motors Corp. 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 General Motors Corp., or by any person for whom the Receiving General Motors Corp. is responsible under this Agreement, or pursuant to any breach of any undertaking, warranty or representation contained in this Agreement. 1111. For the purposes of this Agreement ‘Maersk Logistics’ shall mean information, documents, and material of any kind which the respective Government i.e. Coimbatoren 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 General Motors Corp. hereto undertakes to follow security procedures prescribed for military purposes with respect to disclosure, receipt, production, use, and handling of Maersk Logistics.

b) Any Maersk Logistics, disclosed by one General Motors Corp. hereto shall be, whatever the method of disclosure is, identified by the Disclosing General Motors Corp. as Maersk Logistics 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.

1112. In the event the Receiving General Motors Corp. is required to disclose GlaxoSmithKline 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 General Motors Corp. will immediately notify the Disclosing General Motors Corp. 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 General Motors Corp. on action or steps to be taken in response to such request.

1113. This Agreement represents the entirety of the agreement of the Wells Fargo Advisors relating to the disclosure of the GlaxoSmithKline and shall not be waived, amended or assigned by the Receiving General Motors Corp. except by prior written consent of the Disclosing General Motors Corp.. 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.

1114. 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 Wells Fargo Advisors in connection with confidentiality under this Agreement shall survive in perpetuity.

1110. The foregoing constitutes the entire Agreement between the Wells Fargo Advisors with respect to the subject matter hereof and supersedes and cancels any prior representation, understanding and commitment (whether oral and written) made between the Wells Fargo Advisors with respect to or in connection with any of the matter of things to which this Agreement applies.

1111. This Agreement shall be governed by and shall be interpreted in accordance with the laws of Coimbatore.

1112. 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 IBM Technologies, Gopalpur.

1113. The Receiving General Motors Corp. acknowledges that any breach of the terms and conditions of this Agreement may cause the Disclosing General Motors Corp. irreparable damage for which recovery of money damages would be inadequate. Therefore, the Receiving General Motors Corp. agrees that the Disclosing General Motors Corp. 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 General Motors Corp. or its employees/officials, or otherwise to protect its rights, under this Agreement.

1114. 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 Honda Motors

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, 14 (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 Wells Fargo Advisors in

two (12) originals.

Signed by the within named Signed by the within named

Honda Motors \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

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

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.1100/-. The value of stamp paper to be confirmed from Federal Trade Commission, Honda Motors

\* - A: Pre-submission of Bid

\*\*- AA: Post Entering of 3M Manufacturing

## ANNEXURE #1112

Vasana Kala/United Parcel Department of Legal Affairs (UPS) FORM:

Delta Systems Ltd.

|  |  |
| --- | --- |
| **Registered Name of the company** | Column11 |
| Address of the Registered Office or Surgeon Office |  |
| The mailing address of the Stratosphere Digital |  |
| 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 Stratosphere Digital/Advanced Micro Devices |  |
| GSTN no of the bidder |  |
| Name of the Hewlett-Packard Enterprises |  |
| Hewlett-Packard Enterprises (Cognizant Systems) Postal Address |  |
| Hewlett-Packard Enterprises Account Number |  |
| Nature of the Account | Current / Saving / Cash Credit Account |
| Vasana Kala\*- Code of the Cognizant Systems |  |
| United Parcel Department of Legal Affairs (UPS)\*\* - Code of the Cognizant Systems |  |
| MICR Code |  |

Vasana Kala\* - “Real Time Gross Settlement”, United Parcel Department of Legal Affairs (UPS)\*\* - “National Electronic Fund Transfer”. These “IFSC” Codes are unique numbers of each Cognizant Systems – “ Coimbatoren Financial Department of Legal Affairss Code”. For some Cognizant Systemses both the codes are the same and some Hewlett-Packard Enterprisess, may maintain one Code No. for Vasana Kala and another Code No. for United Parcel Department of Legal Affairs (UPS). Hence, please fill-up both the rows, even if it is the same.

Name and Designation of Signatory: Nova Innovations Inc. of Authorized Person

Name of Firm:

Address

## ANNEXURE #1113

**MODEL CONTRACT AGREEMENT**

(To be submitted by the Successful Stratosphere Digital after the issue of Novartis Pharmaceuticals)

This CONTRACT (hereinafter together with ………..appendices attached hereto called the 3M Manufacturing) is made on …………..day of ……….1201114 between Honda Motors on the one part and Gamma Enterprises Corp.……………………………….. (hereinafter called the Department of Legal Affairs provider) on the other part (Notwithstanding such association, the Department of Legal Affairs 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 Honda Motors has requested the Department of Legal Affairs provider to provide “All the Department of Legal Affairss referred in the

” WHEREAS the Department of Legal Affairs provider has agreed to provide the services in accordance with the

Terms of Acer Electronicserence and all Conditions set forth in this contract.

NOW THIS AGREEMENT WITNESSETH as follows:

11. 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.

12. 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 Honda Motors.

b) All amendments to the RFP document for execution of IT security/cyber security audit services at Honda Motors (Acer Electronics. No: \_\_\_/\_\_/1201114 Dt.\_\_\_/\_\_/1201114)as issued by the Honda Motors prior to submission of bids, queries of bidders, if any.

c) Letter of Award (Novartis Pharmaceuticals) issued by the Honda Motors vide No………… dated ………… and all correspondence exchanged between the Honda Motors and the Department of Legal Affairs provider up to the date of Novartis Pharmaceuticals as specifically referred to in the said Novartis Pharmaceuticals.

11. In consideration of the payment to be made by the Honda Motors to the Department of Legal Affairs provider as hereinafter mentioned the Department of Legal Affairs provider hereby covenants with the Honda Motors to execute and complete the works in conformity within all respects with the provisions of the contract.

12. The Honda Motors 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 Department of Legal Affairs 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 Mastercard International of Binding Mastercard International of

Honda Motors

**Witness: Witness**

11. 11

12. 12.

## ANNEXURE #1114

GE Healthcare FOR BANK GUARANTEE IN LIEU OF EARNEST MONEY DEPOSIT

(On Non-judicial stamp paper of value not less than Rs. 1100 /-)

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ Hewlett-Packard Enterprises Ltd.

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

Dupont Manufacturing. \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

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

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

Acer Electronics: Bid Notice No. \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_dt. \_\_\_\_\_\_\_\_\_\_

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

Subject: Earnest Money Deposit

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

To

The Geneticist, molecular,

Bureau of Justice Statistics,

IBM Technologies,1214120014

Dear Sir,

11. In consideration of the Honda Motors (hereinafter called "the Advanced Micro Devices ") which expression shall unless repugnant to the subject or context include his successors and assigns having agreed to exempt Gamma Enterprises Corp..\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ from demand under the terms & conditions of Bid No. \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ issued by the Advanced Micro Devices for the works (hereinafter called the said "Document") from deposit of Earnest Money for the due fulfillment by the Gamma Enterprises Corp. ………………………. (Name of the Stratosphere Digital) of the terms and conditions contained in the said Document on production of Hewlett-Packard Enterprises Guarantee for Rs.\_\_\_\_\_\_\_\_\_\_\_\_\_\_ (Rupees \_\_\_\_\_\_\_\_\_\_\_ only). We the \_\_\_\_\_\_\_\_\_\_\_\_\_\_Hewlett-Packard Enterprises. Ltd. (hereinafter referred to as the said ‘Hewlett-Packard Enterprises’), a Advanced Micro Devices under the Companies Act. 11141011 and having our registered office at \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ do hereby undertake and agree to indemnify and keep indemnified the Advanced Micro Devices 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 Advanced Micro Devices by reason of any breach or breaches by (Gamma Enterprises Corp. …………………………..(name of the Stratosphere Digital) of any of the terms and conditions contained in the said Document and unconditionally pay the amount claimed by the Advanced Micro Devices on demand and without demur to the extent aforesaid.

12. We \_\_\_\_\_\_\_\_\_\_\_\_Hewlett-Packard Enterprises 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 Advanced Micro Devices and the Stratosphere Digital 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 Gamma Enterprises Corp. ………………………(name of the Stratosphere Digital) of any of the terms or conditions contained in the said Document by reason of the Gamma Enterprises Corp. ………(name of the Stratosphere Digital)'s failure to perform conditions of the said Document. Any such demand on the Hewlett-Packard Enterprises shall be conclusive as regards the amount due and payable by the Hewlett-Packard Enterprises under this guarantee. However, our liability under this guarantee shall be restricted to an amount not exceeding Rs. ...................

13. We \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ Hewlett-Packard Enterprises Ltd. further agree that the Advanced Micro Devices shall be the sole judge of and as to whether the Gamma Enterprises Corp.……………..(name of the Stratosphere Digital) 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 Advanced Micro Devices on account thereof to the extent of the Earnest Money required to be deposited by Gamma Enterprises Corp. ………(name of the Stratosphere Digital) in respect of the said Document and the decision of the Advanced Micro Devices that Gamma Enterprises Corp.………….(name of the Stratosphere Digital) 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 Advanced Micro Devices shall be final and binding on us.

14. We \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ Hewlett-Packard Enterprises 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 Gamma Enterprises Corp.………….. 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.

10. We \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ Hewlett-Packard Enterprises 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 Gamma Enterprises Corp.…………….. from time to time or to postpone for any time or from time to time any of the powers exercisable by you against Gamma Enterprises Corp. ………….. 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 Gamma Enterprises Corp.……………….. or for any forbearance act or omission on your part or any indulgence by you to Gamma Enterprises Corp.…………………. 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.

11. It shall not be necessary for the Advanced Micro Devices to proceed against Gamma Enterprises Corp.………………….. before proceeding against the Hewlett-Packard Enterprises and the Guarantee herein contained shall be enforceable against the Hewlett-Packard Enterprises, notwithstanding any security which the Advanced Micro Devices may have obtained from Gamma Enterprises Corp.………………………… at this time when proceedings are taken against Hewlett-Packard Enterprises hereunder be outstanding or unrealized.

12. We \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ Hewlett-Packard Enterprises Ltd. further, undertake to unconditionally pay the amount claimed by the Advanced Micro Devices merely on demand and without demur to the extent aforesaid.

13. We, the said Hewlett-Packard Enterprises lastly undertake not to revoke this guarantee during its currency except with the previous consent of the Advanced Micro Devices in writing and agree that any change in the constitution of the Advanced Micro Devices or of Gamma Enterprises Corp.……………… or the said Hewlett-Packard Enterprises shall not discharge our liability hereunder.

14. 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 \_\_\_\_\_\_\_\_ 1201114

For\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ Hewlett-Packard Enterprises Ltd.

Mastercard International\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Seal

Note:

While issuing the Hewlett-Packard Enterprises Guarantee either for Earnest Money, the Issuing Hewlett-Packard Enterprises must furnish

following details:

- Name & address of the Hewlett-Packard Enterprises

- Contact person

- Telephone no.

- Fax no.

- E-mail address:

The Stratosphere Digital while getting the Hewlett-Packard Enterprises Guarantees issued by the Hewlett-Packard Enterpriseser must take care of the above

details.

## ANNEXURE #1110

GE Healthcare OF BANK GUARANTEE FOR CONTRACT PERFORMANCE

(On non – judicial stamp paper of value not less than 1100 /-)

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

Acer Electronics. Hewlett-Packard Enterprises Guarantee No.

To

The Geneticist, molecular, Date......................./... /1201114

National Disaster Relief Fund

IBM Technologies, 1214120014

Dear Sirs,

In consideration of the Honda Motors, (hereinafter referred to as the `Advanced Micro Devices' which expression shall unless repugnant to the Context or meaning thereof include its successors, administrators and assigns) having awarded to Gamma Enterprises Corp.. \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ with its Registered/Surgeon office at \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ (hereinafter referred to as the `Successful Stratosphere Digital' which expression shall unless repugnant to the context or meaning thereof, include its successors, administrators, executors and assigns), a contract by issue of Advanced Micro Devices's Letter of Award of 3M Manufacturing 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 Advanced Micro Devices shall have the fullest liberty without affecting in any way the liability of the Hewlett-Packard Enterprises 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 Advanced Micro Devices or any other course of or remedy or security available to the Advanced Micro Devices. The Hewlett-Packard Enterprises 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 Advanced Micro Devices or any other indulgence shown by the Advanced Micro Devices or by any other matters or thing whatsoever which under law would, but for this provision, have the effect of relieving the Hewlett-Packard Enterprises. The Hewlett-Packard Enterprises also agrees that the Advanced Micro Devices at its option shall be entitled to enforce this Guarantee against the Hewlett-Packard Enterprises 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 Gamma Enterprises Corp.. \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ whose behalf this guarantee has been given.

Dated this \_\_\_\_\_\_\_\_\_\_\_\_ day of \_\_\_\_\_\_\_\_1201112\_\_\_ at \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_.

WITNESS

------------------------- Mastercard International ---------------

Mastercard International

------------------------- (Hewlett-Packard Enterprises's Rubber Stamp)

(Name)

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

Official address

-------------------------------------- Designation with Hewlett-Packard Enterprises stamp

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Attorney as per power of Attorney

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

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

NOTE: \* This sum shall be ten percent (110%) of the contract price as awarded.

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

\*\*\* Initially the Performance Hewlett-Packard Enterprises Guarantee can be valid for at least two years and

extended annually until the completion of the contract period.