

BEML LIMITED
(A Government of India Mini Ratna Company under Ministry of Defence)
"BEML SOUDHA " 23/1, 4TH Main, S.R. Nagar, Bangalore 560027
Phone : 080 22963179 / 22963315. FAX: 080 22963283.

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Date: 13.02.2020

TENDER DOCUMENTS

**REQUEST FOR QUOTATION FOR
CONDUCTING CYBER SECURITY AUDIT OF IT
INFRASTRUCTURE
BY
CERT- In EMPANELLED FIRM**

**BEML LIMITED,
Corporate Office,
BEML Soudha, 23/1, 4th Main, SR Nagar,
Bangalore - 560027**

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1. Introduction

BEML Limited, a Multi-Technology, Multi-Location Mini Ratna Category-I Company, under the Ministry of Defence is a leading public sector undertaking for manufacturing a wide range of mining, earthmoving, railways and defence, truck & equipment.

The objective of this Request for Quotation (RFQ) is for Comprehensive IT Security Review and Audit in BEML LIMITED. The purpose of this document is to provide a standard format for bidder responses that must be returned to the BEML LIMITED. The document is to provide all details and guidelines to assist the bidder in replying to the RFQ.

2. Description of Work:

BEML would like to **engage CERT-In** (Computer Emergency Response Team) **empanelled third party firm** to perform Information System audit services including a cyber-security audit, review of existing IT policies, review of IT policies in line with ISO 27001 and Information Security Management System (ISMS) readiness. 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 BEML
- Network and devices in use
- Operating systems and databases at Server level and User level
- Application packages and databases
- Review of IT Policies including Operational Procedures in the current IT setup at BEML
- Identification of vulnerabilities, security flaws, gaps and loopholes
- Carry out ethical Internal and External Penetration Test for BEML IT setup and network

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

1. The First Cyber Security Audit exercise needs to be commenced within 15 business days of issuing the Work Order. This needs to be done at BEML Soudha for all types of IT systems of BEML 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

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BEML end. The First Phase of the Cyber Security Audit and its Reporting need to be completed within 30 business days of commencement. Creation of Policies, etc., need to be completed within next 10 business days.

2. After the end of the First Phase of the Cyber Security Audit and Reporting thereof by the bidder, BEML 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 BEML has been completed, the bidder would be informed accordingly by concerned BEML representative, and thereafter the bidder should commence the Second Phase of Cyber Security Audit exercise. The time taken by BEML for bridging the Cyber Security Gap (not exceeding 3 months after the completion of the First Phase Audit) will not affect the bidder in any way as the bidder will not be held responsible for any delay in the same.
3. The Second Cyber Security Audit needs to be completed within 20 business days after concerned BEML 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 BEML.

3. 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:

- 1 All testing activities shall be conducted from BEML Limited, BEML Soudha, Bangalore. If needed the auditor has to visit our manufacturing locations. Detail Locations is in Section – 4 of this document. BEML will provide necessary accommodation at our Guest House if available in these locations.
- 2 CSAF audit:
Audit has to be carried out as per the CERT-In guidelines and the Cyber Security Assessment Framework (CSAF) Version-2. Audit will include compliance audit as per CSAF markers along with the technical sampling audit for evidence gathering.

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The scope of work would cover the following areas:

- a. Assessment against CSAF markers and evidence collection
 - b. Gap Analysis against CSAF
 - c. Documented evidences
 - d. Compliance Audits
- 3 Operating Systems and System Software such as Server Software, Active Directory Server, Server Hardware such as Rack Servers, etc. The audit will include the server vulnerability assessment, pack and service patch updates, backdoor checks, default configuration.
 - 4 Network connections of leased lines between Corporate and Manufacturing Locations / ROs / DOs. Routers & Firewalls in BEML. Controls of 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 analyse all reports, logs, etc. of the cyber security devices installed in BEML and provide input on cyber security policies for the same.
 - 5 End user device audit: admin/user password control, license control, OS patches, updates, virus updates, shared folders access control, use of external devices, presence of unnecessary software on all end user devices including workstation.
 - 6 Application audit: Audit has to be carried out on all the Software Applications and Packages that are exposed to Internet in BEML such as SRM System, Biometric Attendance system, Antivirus Software, Active Directory, SAMPARK, Mail server, etc.
 - 7 This audit is to have compliance for Cert-In Cyber Security Audit. This Audit is required to identify gaps and recommendations to be provided for compliance of ISO27001.
 - a. Current IT infrastructure of BEML.
 - b. Network and devices in use.
 - c. Operating systems at Server level and User level.
 - d. Application packages and database.
 - e. Operational Procedures in the current IT setup at BEML.
 - f. Identification of vulnerabilities, security flaws, gaps and loopholes.
 - g. Carry out ethical Internal and External Penetration Test for BEML IT setup and network.

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- 8 Review the current IT Cyber Security Policy and provide recommendations for a roadmap to quality standard ISO 27001, including suggestions for best practices and procedures for BEML.
- 9 The Bidder should provide the below mentioned details at the starting of the Cyber Security Audit exercise:
 - a. All tools and software used by the bidder need to be licensed.
- 10 Any Additional and Mandatory standards of Cyber Audit regulation as required for CERT-In Audit, should be made available and applicable by the Auditor. Schedule of Conducting Cyber Security Audit:
 - a. The Cyber Security Audit exercise needs to be done at BEML Head Office at Bangalore for all types of IT systems of BEML. Report of Cyber Security Gaps along with the recommendations needs to be provided by the Bidder.
- 11 Reports required by BEML, during and at the end of the Cyber Security Audit exercise:
 - a. Audit Plan and proposed and actual progress in the Cyber Audit exercise on a weekly basis.
 - b. Dates and Locations of Proposed and Actual Cyber Audit exercise.
 - c. Summary of Cyber Audit findings, including identification tests and the results of the tests need to be shared with concerned BEML officials on a weekly basis and as and when required by BEML.
 - d. Analysis of vulnerabilities and issues of concern of Cyber Security needs to be reported on a weekly basis.
 - e. Recommendations in line with CERT-In guidelines to make BEML's IT infrastructure CERT-In compliant.
 - f. Report should provide related screenshot of the verification carried out for a reported Vulnerability
- 12 Report Presentations Applicable to be submitted for Cyber Security Audit:
 - a. Summary of Cyber Security Audit findings including identification tests, tools used and results of tests performed, to be submitted to BEML on a weekly basis.
 - b. Analysis of the vulnerabilities and issues of concern in BEML's IT setup concerning Cyber Security to be reported on a weekly basis.
 - c. Recommendation for action to plug-in the Cyber Security gaps to be reported on a weekly basis.

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- d. Weekly progress reports to be submitted on the Cyber Security Audit activity to keep BEML informed about the status and completion of the same.
- e. Categorization of vulnerabilities based on risk level – The report should classify the vulnerabilities as Critical/High/Medium/Low based on the Impact and Ease of Exploitation.
- f. The Details of the security vulnerabilities discovered during audit findings should be brought out in the reports which shall cover the details in all aspects.
- g. Report should provide related screenshot of the verification carried out for a reported Penetration
- h. Final Report of Cyber Security Audit in BEML to be submitted within one week after the completion of the Audit activity in consultation with BEML.
- i. 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 BEML 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.

13 The bidder will identify current and future cyber threats to BEML IT facilities and propose to take actions to mitigate such upcoming cyber threats and vulnerabilities so identified.

14 The bidder will review Cyber Security Assessment Framework documents for BEML IT Facilities.

3.1. Cyber Security Threat and Vulnerability Assessment Services

The Bidder shall carry out assessments of all IT Infrastructure with respect to the Information Security, Privacy and Continuity perspective. The Bidder would conduct assessment, subjected to permission of the relevant entities, to review the effectiveness of the processes and controls deployed by the entity under audit. The audit would be carried out across the following areas and methodology:

A. Web Application Security Assessment (WASA) : -

Assessment of all web applications. The web application security assessment should cover the following phases and steps

1. Threat Modelling
2. Black Box Testing
3. Grey Box Testing
4. Reporting

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B. Vulnerability assessment and Penetration testing (VAPT) of the IT infrastructure and network :-

Vulnerability assessment and penetration testing for the entire IT network infrastructure for external as well as internal threats.

C. Security Configuration Review:-

The configuration review will involve (but not limited) checking the security configuration, Hardening, End point security controls of the devices/ OS. The review has to perform based on the best practices through Active Directory.

Note:

The Bidder is required to perform a detailed security assessment for the assigned entity offering services. The Bidder is expected to prepare the audit checklist based on the responsibilities, risk and the information managed by the entity as well as the information security guidelines and controls defined by BEML from time to time. The audit shall be carried out after due approval and confirmation from BEML. The Bidder will maintain confidentiality of information received from the respective department/agencies, its eco system partners and assigned entity and no information will be shared with anyone other than designated personnel. All information, findings, documents will only be used for the purpose of audit as defined under scope of work in this document. The assessments have to be conducted in line with industry best practices and regulations like PCIDSS, COBIT, RBI cyber security regulations etc., standards like NIST, ISO27001, IT act, CERT-IN guidelines and other security guidelines, notifications and requirements as prescribed by BEML from time to time.

3.2. Remediation Support

The empanelled agency will give remediation recommendations only to close the vulnerabilities and observations identified. Security issues that pose an imminent threat to the system are to be reported immediately.

3.3. Terms & Conditions and Procedure for Audit Activity

1. On receipt of the work order, the Audit Agency will conduct the audit on the environment & identify vulnerabilities in the Application/Infrastructure as per industry standard and CERT-In audit guidelines.
2. Find the number of reachable systems to be tested without exceeding the legal limits and without intrusion directly on the systems. Identification of Domain Names, Server, IP, Network

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- Map, ISP / ASP information, System and Service Owners, Possible test limitations etc.,
3. Expose either the application of weak cryptographic algorithms, incorrect implementation of cryptographic algorithms, or weak passwords due to human factors, list of login IDs with user or system passwords, list of systems vulnerable to crack attacks, list of documents or files vulnerable to crack attacks, list of systems with user or system login IDs using the same passwords.
 4. Enumerate live or accessible Internet services as well as penetrating the firewall to find additional live systems. Identification of Open, closed or filtered ports, IP addresses of live systems, List of discovered tunnelled and encapsulated protocols, List of discovered routing protocols supported, Active services, Network Map.
 5. The manpower deployment chart shall clearly indicate the number of persons and the duration of deployment of each person during the implementation of the project. The team for deployment should include a Project Co-ordinator and an Expert with requisite experience in carrying out the Audit.
 6. Bidder shall submit the details of the audit team, their credentials and experience of carrying out similar kind of audit, duly certified by the employer. Also submit details of the relevant training if any, attended by the audit team in line with the details submitted to CERT-In.
 7. WASA, MASA, Code Review, Functional controls Review shall be conducted on test environment. Test Environment should be ready before audit initiation and access shall be provided to agency by Department.
 8. Code review to be conducted on-site on the department machine to avoid any source code misuse/leakage
 9. VAPT, Configuration review shall be conducted on production environment. Downtime if any will be provided by BEML with advance intimation to BEML IT Team.
 10. Level 1 Interim report will be generated with details of vulnerabilities with recommendations for closing the discovered vulnerabilities.
 11. Bidder will submit the first level of audit report along with recommendations for closure.
 12. Bidder shall assist the auditee and reassess/rescan to validate the closure of findings.
 13. Bidder will issue the Audit Compliance Certificate / Assurance certificate to BEML post completion of the process if all the vulnerabilities are successfully patched.
 14. There will be second round of audit to verify the closure of findings from preliminary report submission.

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15. The external penetration test has to be done from the office of the selected bidder. The internal penetration testing could be carried out from the Corporate office / Data center
16. Bidder shall carry out confirmatory tests after the completion of Initial VAPT to check for any non-conformities before the final signoff. Period of confirmatory audit to be carried within 3 months of the Initial audit or confirmation of date by BEML.
17. On completion of the audit, bidder should provide the soft copy of all audit data to BEML and ensure these data are not stored outside BEML.

3.4. Scope of Site Audit

The agency has to perform site audit of all the entities as per the list mentioned in the document. The agency has to perform following checks during site audit:

A. PHYSICAL

- a. Physical access to the site/premises
- b. Access to the site (for employees and visitors)
- c. Clear Screen/Clear Desk Policy
- d. Security of equipment/documents onsite
- e. Active list of users working currently at the site (also access of those who have left)
- f. Appropriate usage of recording devices (camera, smartphones, etc.) to avoid data leakage
- g. Cabling Security for Network cables, power cables, etc.

B. ENVIRONMENTAL

- a. Appropriate equipment for protection of critical infrastructure (e.g. AC)
- b. Power backup mechanisms are available and maintained
- c. Appropriate temperature and moisture content is being maintained inside

C. ASSET

- a. Asset inventory including documentation, tagging of assets, etc.
- b. Physical condition of asset like age, wear and tear, AMC, etc.
- c. Logging mechanisms of movement of assets in and out of the site

D. ENDPOINT

- a. Operating System should not be beyond end of life support by OEM

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- b. OS is hardened
- c. Personal firewall
- d. User Access Management (including password policy)
- e. Admin roles are restricted
- f. Port blocking to prevent data leakage using pen drive, Bluetooth, NFC, etc.
- g. Applications installed in the systems adhere to the software policy and are updated regularly
- h. Physical security of mobile/portable devices
- i. Backup procedure
- j. Batch/scheduled job monitoring
- k. Password policy
- l. Use of malicious web sites
- m. Secure logon and logoff procedure
- n. Antivirus

E. USER

- a. User has basic knowledge of common cyber threats

3.5. Security Audit Tools

The selected agency (ies) may use the C-DAC tools or similar kind of tools available in the market for the above mentioned activities. Few indicative C-DAC tools are mentioned below:

- *Network Tools*:- Nipper Studio, PAWS Studio, Core Insight, Core Impact, Metasploit Pro, Shadow Database Scanner, Retina Network Security Scanner etc.
- *Web Application Tool*: Burpsite Professional, Acunetix, Net Sparker. ZAP Tool, IBM AppScan, SQLMap, CMS Scan, OpenSSL TestSSL etc.

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4. Current IT Infrastructure

Location	Device Type	Device Vendor	Device OS Version	Number of Devices
Bangalore	Servers - Sampark - BEML Connect - AD with Failover - DHCP - Biometric - CRM (production and quality) - Symantec - SAP Backup HP IRS Server			12
	Endpoints 2000 in AD			2300
	Routers	Cisco & Juniper		28
	Core Switches	Cisco & Juniper		32
Bangalore	Firewall 2 networks Management Server	Check Point		5
Bangalore	Forward Proxy	Barracuda		1
Accessible through internet	Mail Server	Mdaemon (Windows)		1
	SAP with ERP	HP UX Server	ECC 6.0 EHP7	2- Bangalore 1- Mysore
	ERP SRM (e-Procure)			
	SCM			
FLM				
Bangalore	Database multiple virtualization VMWare, HyperV	SQL		2 (5+4) VMs
	Applications			6
Bangalore	R&D Servers	HP UX Server	RX2628, UX 11.2	6
	R&D Servers	RHEL	RHEL 3.0	4

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Location	Device Type	Device Vendor	Device OS Version	Number of Devices
Bangalore, Mysuru, KGF	R&D Servers CADD Licences Storage PLM Domain controllers	Windows	2003, 2008, 2012, 2016	57
Bangalore, Mysuru, KGF	R&D Firewall	Cisco ASA	7.2 and 8.0	4
Company's Website	BEML Website www.bemlindia.in is hosted in NIC server as per DPSU guidelines In Scope URL : http://servicemanager.in/BEML_cms/ Main URL Hosting : https://www.bemlindia.in/ Scope of Audit : Web Application			

Currently BEML has a MPLS VPN network connecting all divisions to BEML Soudha Bangalore for Business Applications & an Air gap Network for Internet connectivity across all divisions separately.

1. Unity Buildings, JC Road, Bangalore
2. Bangalore Complex
3. KGF Complex
4. BGML-KGF
5. Mysore Complex
6. Palakkad Complex

The detailed Network architecture will be shared to the successful bidder

5. Audit Approach and Audit Considerations:

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

The Auditor/Bidder shall sign a Confidentiality Agreement (NDA) before starting the assignment, which will ensure the confidentiality and integrity of the content, data, applications, logics, structure, designs and

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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 Bidder shall 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 / Cyber security 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.
 - a) Vulnerability Assessment (VA) of Local Area Network (LAN).
 - b) Vulnerability Assessment (VA) of Firewall & Network Devices.
 - c) Vulnerability Assessment (VA) of Servers.
 - d) Vulnerability Assessment (VA) of Web Applications.
 - e) Vulnerability Assessment (VA) of Single Nodes.
5. All the IT / Cyber security reports, device logs, etc. have to be shared with CERT-IN office representatives by the bidder. The purpose of the same is to keep CERT-IN informed about the perceived and possible cyber threat to BEML at present and in future.

Vendor should be conducting the review IS Audit of Information Technology Controls as per the broad scope given to them. Vendor will cover the Physical Access Controls, Software Access Controls, Implementation and Maintenance Controls and other general matters like maintenance of registers etc. The following are the reference materials for baseline of our Audit.

Data Centre Audit –Checklist for Audit of Critical issues

- Change Management Requests - vetting documents before moving any customization to Production sever.
- Deployment of patches if any received from SAP in Production Server.
- Database - Deployment of patches and back-end updates if any.
- ADS Server – DBA activities
- Internet Server – DBA activities
- IS Security Policy or other guidelines implementation
- Consistency of Application & Databases (DC, DR)

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Vulnerability Assessment and Penetration Testing (VAPT)

Vulnerability Assessment and Penetration Testing would cover the Client's Information Systems Infrastructure which includes Network Devices, Security Devices, Servers, Operating Systems, Endpoints, Databases, Applications, External IP's, Websites etc as per the detailed Methodology.

The following would be included in scope of work:

Vendor would carry out an assessment of the vulnerabilities, threats and risks in Client's Information Systems Infrastructure through Vulnerability Assessment and Penetration Testing. This will include identifying remedial solutions and recommendations for implementation of the same to mitigate all identified risks, with the objective of enhancing the security of the systems.

Scope of audit (In case of VA/PT) shall not be limited to the few lists like OWASP top 10 or SANS Top 25 programming errors, it must include discovery of all known vulnerabilities.

1. Vulnerability Assessment and Penetration Testing (VAPT) of the Customer will be processed into following stages:

1.1 Acquisition and Information gathering of Network/System along with detailed description of important issues that needs to be clarified in a contract before carrying out VAPT.

1.2 Risk analysis for identifying and assessing risks associated with VAPT.

1.3 Following testing activities needs to be completed in VAPT:

I) Information Gathering Scanning

- a. Network Scanning
- b. Port Scanning
- c. System Identification and Trusted System Scanning
- d. Service Identification Scanning
- e. Vulnerability Scanning
- f. Malware Scanning
- g. Spoofing
- h. Scenario analysis

II) Penetration Testing

- a. Application Security Testing and Code Review
- b. OS Fingerprinting
- c. Service Fingerprinting
- d. Access Control Mapping

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- e. Denial of Service (DoS)
- f. Distributed DoS
- g. Authorization Testing
- h. Lockout Testing
- i. Password Cracking
- j. Cookie Security
- k. Functionality Testing (Input validation of login fields, Transaction testing etc)
- l. Containment Measures Testing
- m. War Dialing

III) Vulnerability Assessment

A Vulnerability Assessment would review the following elements:

- a. Network Architecture Review
- b. Server Assessment (as, Security Configuration etc)
- c. Security Devices Assessment (IOS, Security Configuration etc)
- d. Network Devices Assessment (Security Configuration etc)
- e. Website Assessment (Security Configuration, Security Certificates, Services etc)
- f. Vulnerability Research & Verification

IV) Website/Web-Application Assessment

Check various web attacks and web applications for web attacks. The various checks/attacks/Vulnerabilities should cover the following or any type of attacks, which are vulnerable to the Website/Web-application for all our websites & web applications, several compliance based checks that provide very thorough testing of web application environments, including scanning to test as per the OWASP PHP security specifications standards and Apache CIS Benchmarks.

- a. Vulnerabilities to SQL Injections
- b. Cross-site scripting (XSS) and information disclosures.
- c. CRLF injections
- d. Directory Traversal
- e. Authentication hacking/attacks
- f. Password strength on authentication pages
- g. Scan Java Script for security vulnerabilities
- h. File inclusion attacks
- i. Exploitable hacking vulnerable
- j. Web server information security
- k. PHP remote scripts vulnerability
- l. HTTP Injection
- m. Phishing a website
- n. Buffer Overflows, Invalid Inputs, Insecure Storage etc.
- o. Other any attacks, which are vulnerability to the website and web-applications

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Web Assessment should be done by using Industry Standards and also as per the Open Web Application Security Project (OWASP) methodology to Identify the security vulnerabilities including top web application vulnerabilities viz. Cross Site Scripting (XSS), Injection Flaws, Malicious File Execution, Insecure Direct Object Reference, Cross Site Request Forgery (CSRF), Information Leakage and Improper Error Handling, Broken Authentication and Session Management, Insecure Cryptographic Storage, Insecure Communications, Failure to Restrict URL Access, etc and also to identify remedial solutions and recommendations for making the web applications secure.

Web Application Details

Applications exposed to internet

Parameters	Application 1	Application 2	Application 3
Name of the Application	www.bemlindia.in	eProcurement SRM Portal	SCM Portal
Number of pages	10-15	2-3	2-3
Number of roles	1	1	1

Post-Testing Actions and Report - Summary Comparisons of Network testing Techniques used for VAPT along with Reports & Recommendations along with solution as per the industry standard & bestpractices.

Location of the external test: The external penetration test has to be done from the office of the selected bidder. This should be in-line with the CERT-In Drill conducted by CERT-In. The internal penetration testing could be carried out from the BEML Corporate office / Data center.

1. Approach will be followed in Penetration Testing is given here in below:

- Information base (Grey Box test)
- Aggressiveness (Passive Scanning)
- Scope (Focused)
- Approach (Overt)
- Technique (Network-based)
- Starting point (from the outside and the inside)

2. Method of VAPT activity will be followed

Digital Age will undertake VAPT in a phased manner as mentioned below:

PHASE I - Conduct Of VAPT as per Scope, Evaluation & Submission of Preliminary Reports of Findings and Discussion on the Findings.

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PHASE II - Submission of Reports.

CERT-In Empaneled Third Party Audit Firm will produce a report which should include the overall IT/Cyber security protection status considering people, process and technology. IT/Cyber security assessment report/audit report should include expert recommendations which will make the BEML IT environment secure and sustainable. Report should include the following sections but not limited to:

1. Assessment report on the Information/IT Security Policy of BEML and provide recommendations for a roadmap to quality standard ISO 27001, including suggestions for best practices and procedures for BEML.
2. IT/Cyber Security Audit Report (along with recommendations) on BEML's IT environment, as per CERT-In guidelines which should include but not limited to:
 - Access Control
 - Network Security Management
 - Database Management Process
 - Backup & Restore Policy and Backup Plan
 - Log management and monitoring policies for database, applications, router, firewall and operating systems
 - Incident Management and resolution process of the incidents
 - Patch update, bug fix and anti-Virus update process within BEML
 - Report on Penetration Testing and Vulnerability scan
3. Reviewing the BEML's Cyber Security Assessment Framework documents.
4. Submission of First Audit Reports (First Testing Report) for Application Security Audit, Vulnerability Assessment and Penetration Testing.
5. Submission of Final Report after necessary round of testing and acceptance by the department for Application Security Audit, Vulnerability Assessment and Penetration Testing.

Vendor should submit complete set of documents/audit reports for each audit but not limited to.

I. VAPT Report should contain the following:

1. Address & contact information of the Bidder Organization (Auditor)
2. Dates and Locations of VAPT
3. Terms of reference
4. Standards followed

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5. Summary of audit findings including identification tests, tools used and results of tests performed (like vulnerability assessment, penetration testing, application security assessment, websiteassessment, etc.)

- a. Tools used and methodology employed
- b. **Positive security aspects identified**
- c. List of vulnerabilities identified
- d. Description of vulnerability
- e. Risk rating or severity of vulnerability
- f. Category of Risk: Very High / High / Medium / Low
- g. Test cases used for assessing the vulnerabilities
- h. Illustration of the test cases
- i. Applicable screenshots.

6. Analysis of vulnerabilities and issues of concern
7. Recommendations for corrective action
8. Personnel involved in the audit

Phase – III Second Round Audit:

Bidder shall carry out second round of audit after the completion of Initial VAPT to check for any non-conformities before the final signoff. Period of second round audit shall be carried after confirmation of date by BEML (not exceeding 3 months after the completion of first VAPT audit).

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6. PROCEDURE FOR SUBMISSION OF BIDS

You are required to submit bid in **three parts viz. (1) Pre-Qualification bid, (2) Technical Bid and (3) Commercial Bid**. BEML may at its sole discretion amend the bidding documents at any time prior to the deadline for submission of bids. However in case of such amendment, the bid submission date may be extended at the discretion of BEML. Amendments made prior to submission of bid will be provided in the form of corrigendum to the bidding documents and will be posted on the BEML website (http://www.bemlindia.in/tender_hq.php)

Note: To participate in this e- tender you should have a valid Class III Organization Digital Signature with Signing and Encryption issued by authorized Certifying Authority.

Bidders willing to participate in the tender may contact through e-mail: admin.srm@beml.co.in to obtain the user name & password for submitting the bids.

In case of any queries relating to bid submission, you may send the same by e-mail to admin.srm@beml.co.in or you may contact BEML SRM Team on phone no. 080-22963269/141.

This Tender consisting of

Part A – Submission of Pre-qualification Bid i.e. Submission of EMD amount (In manual Mode / Online payment Mode)

Part B – Submission of Technical Bid (Through e-mode on BEML SRM system)

Part C – Submission of Price Bid (Through e-mode on BEML SRM system)

3.1 PART A – PRE-QUALIFICATION BID :- The EMD amount can be submitted in either way as detailed below:

i. Online Payment of EMD amount can be made as mentioned below:

- a) Open the following link:
<https://www.onlinesbi.com/sbicollect/icollecthome.htm?corpID=9359>
- b) Read the terms & conditions, tick the acceptance box and click on Proceed.
- c) In 'Select State' dropdown, select All India and click on the Go button.
- d) In 'Select Payment Category', select EMD/ Tender Fee.

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- e) Enter details of payment, details of Bank Account for refund and click on Submit to make the online payment of the required EMD amount of **Rs 15,000/-**.

Please ensure that online payment of EMD amount is made well ahead of the Tender Closing Date & Time mentioned in the Tender.

ii. Payment of EMD amount through DD / Banker's Cheque

- a) EMD in the form of Account Payee Demand Draft (DD) / Banker's Cheque for **Rs.15,000/-** (Rupees Fifteen Thousand only) drawn in favor of BEML Ltd, Bangalore payable at Bangalore.
- b) The above said Demand Draft DD / Banker's Cheques/ EMD Exemption Certificate shall be submitted in **Sealed envelope** duly superscribing the **Bid Invitation No. 6300031782 Dated 13.02.2020, Closing date 05.03.2020 Time 14:00 Hrs** at the top of the envelope. The words **"PRE-QUALIFICATION BID"** shall also to be written in bold letters at the top of the envelope. The name and address of the bidder shall be printed or written legibly on the left hand bottom corner of the envelope.

Please attach the details duly filled-up for refund of EMD amount in the following format along with the DD / Banker's Cheque for EMD:

Sno	Particulars	To be filled & submitted along with DD/Banker's Cheque
1	BANK NAME	
2	BRANCH NAME	
3	CITY	
4	IFSC CODE	
5	ACCOUNT NO	
6	BENEFICIARY NAME	

- c) The above sealed envelope has to reach the address as mentioned below on or before the closing date & time of the tender.

Asst. General Manager (Corporate Materials)

BEML LIMITED., Room No.2

BEML SOUDHA, 23/1, 4th Main,

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S.R. Nagar,
Bangalore – 560 027
KARNATAKA, India

Alternatively it can also be dropped in the Tender Box which is kept in Room No.1, Ground Floor, BEML Soudha, SR Nagar, Bangalore.

- d) Bidders exempted from Earnest Money Deposit (EMD) shall submit exemption certificate from competent authority.

Note: Bidder shall ensure that their EMD (DD)/EMD Exemption Certificate is dispatched well in advance so that it reaches this office before the time and date stipulated. Requests will NOT be entertained for late receipts.

General Instructions with regard to EMD:

- a) Quotation submitted online without submission of EMD/EMD Exemption Certificate in-time will not be considered.
- b) EMD submitted in any other form will not be accepted and the offer is liable to be rejected.
- c) EMD lesser than Rs.15,000/- will not be accepted and the quotation is liable to be rejected.
- d) EMD of technical disqualified bidder's will be returned.
- e) EMD of unsuccessful bidders will be returned after finalization of the contract and the EMD of successful bidder will be released after submission of Performance Bank Guarantee / Security Deposit.
- f) EMD does not carry any interest on return.
- g) EMD will be forfeited if any firm withdraws the tender submitted or refuses to execute the order for reasons whatsoever.
- h) EMD in the form of online payment is to be made before the bid closing date and time. EMD in the form of DD / Banker's Cheque or NSIC certificate, MSME Certificate (firms claiming EMD exemption) etc to be submitted through Courier / Post in a sealed cover, superscribing the bid number and closing date, address etc. before the bid Closing Date & Time. Failure to do so will result in rejection of the bid.
- i) Tender will be opened on closing date at 15:00 hrs in presence of bidders who wish to be present.

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- j) No responsibility will be taken for postal or non-delivery/non receipt of EMD/firms claiming EMD exemption.

3.2 PART B - Submission of Technical Bid (Through e-mode on BEML SRM system)

Please upload the following documents in the Collaboration Folder in the system as part of **Technical Bid**.

Bidders will be technically qualified based on providing documentary proof for each of the below eligibility criteria clause along with the Technical Bid. Offers received from the bidder who do not fulfill any of the following eligibility criteria are liable to be rejected

The bidder shall upload the proofs of minimum eligibility criteria as given below:

SL No.	Criteria	Documentary proof to be uploaded in collaboration folder
1	Bidder should have presence in India. (Please provide the details such as address of the office, contact no. of the office, number of & level of technical staff working at	Please upload filled-in format / relevant documents as per Annexure - A in collaboration folder
2	The Bidder should be a company / partnership firm with registered office and operations in India. The Bidder should be operational in India for at least last five financial years as of 31st March 2019 as	The certificate of Incorporation and / or Certificate of Commencement of Business issued by the Registrar of Companies, India.
3	The bidder should be empanelled by CERT-In for IS Audit.	Valid Letter of empanelment issued by CERT-In to be

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SL No.	Criteria	Documentary proof to be uploaded in collaboration folder
4	<p>Average annual financial turnover during the last three years, ending 31st March of the previous financial year (i.e. 2016-17 , 2017-18 & 2018-19) should be minimum Rs. 1.65 Lakhs</p> <p>Note: If the audited balance sheet for the FY 2018-19 is under audit, then provisional balance sheet to be provided otherwise the average annual turnover during the previous three years shall be considered for evaluation i.e. 2016-17, 2017-18, 2018-19.</p>	<p>2016-17 Rs. 2017-18 Rs. 2018-19 Rs.</p> <p>Copies of audited balance sheet (indicating turnover) for last three years duly certified by the auditors & filled Annexure – A shall be uploaded in the collaboration folder</p>
5	<p>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 (i.e. 2014-15, 2015-16, 2016-2017, 2017-18 & 2018-19).</p>	<p>Documentary proof i.e. Purchase order / Work order along with work completion certificate for the assignments to be uploaded as per Annexure - B</p>
6	<p>The Bidder should have a minimum two of CISA, CISSP, ISO 27001 LA/LI, CEH/OWASP certification holder as permanent employees in their organization. In addition to this, Bidder should also have minimum fifteen staff with any of the following qualifications / Certifications.</p>	<p>Copies of the certificates of the staff should be uploaded as per Annexure - C & Annexure - D</p>

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SL No.	Criteria	Documentary proof to be uploaded in collaboration folder
	<p>I. CISM</p> <p>II. COBIT Certificate Holder</p> <p>III. CCNA / CCNP</p> <p>III. CCNA / CCNP</p> <p>IV. CHFI</p> <p>V. GIAC</p> <p>VI. CRISC</p> <p>VII. SSCP</p> <p>VIII. ECSA</p> <p>IX. Offensive Security Certified Professional</p> <p>X. ECIH / OWASP</p> <p>Minimum certified manpower strength should be of 15.</p>	
7	<p>Project Team (Minimum Composition & Eligibility)</p> <p>Project Manager - 1 No. The Project Manager must have completed minimum 5 IS Audit including one in Central/State Govt / PSUs / Bank. Atleast one IS Audit as Lead Auditor</p> <p>Team Member - 2 Nos. Both the Team Member must have completed minimum 2 IS Audit</p>	<p>Copies of the certificates of the staff should be uploaded as per Annexure - C & Annexure - D</p>
8	<p>An Undertaking has to be uploaded by the bidders stating that they have read, understood and agreeing to all tender terms and conditions of the tender.</p>	<p>Undertaking document as per the Annexure - E</p>
9	<p>The vendor should not have been blacklisted by any government/ PSU/Reputed Listed company for corrupt or fraudulent practices or non-delivery, non-performance.</p>	<p>Litigation Impact Statement as per Annexure -F to be uploaded</p>
10	<p>Special Conditions arising out of</p>	<p>Annexure - G to be signed</p>

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SL No.	Criteria	Documentary proof to be uploaded in collaboration folder
	implementation of GST Tax Indemnity clause	and uploaded in the collaboration folder.
11	Bidder has to upload compliance sheet as part of the technical bid.	Please upload Annexure – H
12	The bidder should have a services & support office located in Bangalore, India (Please provide the details such as address of the office, contact no. of the office, number of staff & level of technical staff working at these places etc.)	Self-Certificate with address

Note:

- a) 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.**
- b) Photocopies of relevant documents / certificates should be uploaded as proof in support of the claims made. BEML reserves the right to verify / evaluate the claims made by the Bidder independently.
- c) BEML reserves the right to seek clarifications from the bidder/s for the documents uploaded above by the bidder/s at any point of time during finalization of the contract.
- d) Relevant documents are to be meticulously uploaded by the bidder as part of the technical bid.
- e) Please ensure that no price details are mentioned in the technical bid (attachments to the Collaboration Folder). Offers with price details in Pre-Qualification Bid (under Part A) or Technical Bid (under part B) will not be considered.
- f) Technical bid will be considered subject to receipt of original DD for EMD/ EMD Exemption certificate.

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3.3 PART C – Submission of Price Bid (Through e-mode on BEML SRM system)

Price Bid: Should contain price details and other relevant commercial issues.

Price bid to be submitted through e-mode as per the format by clicking on item data tab in SRM. The Bidder has to quote basic price & GST% separately on item data in SRM.

Price Bid Format :

Sl. No.	Services Offered	Total Charges (in Rs.) (exclusive of Taxes)	Taxes GST (%)	Total
1	First Phase of the IT/Cyber Security Audit, Submission of Initial Reports & Policies, etc.,			
2	Second Phase of the IT/Cyber Security Audit, Submission of Final Reports & Policies etc.,			
	Total			

Please Note while quoting-

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

L1 will be arrived on lowest quote received.

Technical bid will be opened first subject to receipt of original DD for EMD/ EMD Exemption certificate.

Price bid of only technically accepted offers will be opened subsequently. Incomplete / invalid tenders will be rejected and no correspondence will be entertained in case of rejection.

2. QUERY

In case, if any clarifications are required for any topic related to the RFQ, the same may be submitted in writing, via e-mail to the designated Point of Contact through email address of CIO on or before 05.03.2020. All questions regarding this RFQ will be clarified during Pre-Bid meeting or subsequently after obtaining concurrence from the Management.

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Contact Name & Address:

The following officer can be contacted for any clarifications and / or bid submission:

Chief Information Officer,

BEML Limited, BEMLSoudha,

23/1, 4th Main, SR Nagar,

Bengaluru – 560027

Phone: 080-22963190/ 268

E-mail id: ravib@cto.beml.co.in / dgmerp@beml.co.in

Copy to purchase@purchase.beml.co.in

In order to ensure a fair and open competition, BEML shall upload all queries and its clarifications, if any, in BEML website & CPP Portal.

3. PRE-BID MEETING

A Pre bid meeting will be conducted to clarify all the doubts with respect to the RFQ and scope of work. Interested vendors are requested to attend the pre-bid meeting scheduled at **10.30 AM on 24.02.2020** at BEML Soudha, 23/1, 4th Main, SR Nagar, Bangalore-560027. Interested bidders shall confirm their participation well in advance.

7. Other Terms & Conditions of Tender

1. Information Security

- a. The Bidder and its personnel shall not carry any written material, layout, diagrams, floppy diskettes, hard disk, storage tapes or any other media out of BEML's premise without written permission from BEML Limited.
- b. The Bidder personnel shall follow BEML's information security policy and instructions in this behalf.
- c. Bidder acknowledges that BEML's business data and other BEML proprietary information or materials, whether developed by BEML or being used by BEML pursuant to a license agreement with a third party (the foregoing collectively referred to herein as "proprietary information") are confidential and proprietary to BEML; and Bidder agrees to use reasonable care to safeguard the proprietary information and to prevent the unauthorized use or disclosure thereof, which care shall not be less than that used by Bidder to protect its own proprietary information. Bidder recognizes that the goodwill of BEML depends, among other things, upon Bidder keeping such proprietary information confidential and that unauthorized disclosure of the same by Bidder could damage BEML. By

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reason of Bidder's duties and obligations hereunder, Bidder may come into possession of such proprietary information, even though Bidder does not take any direct part in or furnish the Services performed for the creation of said proprietary information and shall limit access thereto to employees with a need to such access to perform the Services required by this Contract. Bidder shall use such information only for the purpose of performing the Services.

- d. Bidder shall, upon termination of this Contract for any reason, or upon demand by BEML, whichever is earliest, return any and all information provided to Bidder by BEML, including any copies or reproductions, both hardcopy and electronic.
2. **Period of validity:** The tender shall remain valid for acceptance for a period of 90 days from the opening date of the bid.
 3. **Award of Contract:** The contract will be awarded to the Bidder whose bid has been determined to be eligible and to be substantially responsive to the bid documents and who has offered the lowest evaluated bid.
 4. **Performance Bank Guarantee**
 - a. Within 30 days of receipt of the Work Order/Purchase order from the BEML Limited, the successful Bidder shall furnish to BEML Limited a Security in the form of Performance Bank Guarantee issued by any Scheduled Commercial Bank in India authorized by Reserve Bank of India for an amount of 10% of the Contract value (without taxes) as per format enclosed at **Annexure - I**.
 - b. The Performance Bank Guarantee should be valid for a period of six months beyond the expiry date of the contract
 5. **Delivery Lead Time:** Audit to be completed within **4 to 6 weeks** from date of receipt of Purchase order.
 6. **Payment Terms:** 100% payment on 30th day for MSEs and for others on day 60th day from the date of completion of work duly certified by user department.
 7. **Liquidated Damages (LD):** If the Supplier exceeds any agreed delivery date (s) or period(s), purchaser shall levy LD for such delay @ 0.5% per week (7days) and part thereof, subject to a maximum of 5% of the value of the delayed portion of the Purchase Order.

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8. **Contract Period: One year from date of receipt of Purchase order.**
9. **Price Variation Clause:** The rates quoted by the Bidder shall be firm throughout the contract period and there shall be no upward revision of the rates quoted by the Bidder for any reason what so ever.
10. **Liability / Accident:** The Bidder shall indemnify and keep indemnified BEML Limited against all losses and claims for injuries and damages to any person or property whatsoever which may arise out of or in consequence of the construction or maintenance of the work and against all claims, demands, proceedings, damages, costs, changes, expenses whatsoever in respect thereof in relation thereto.
11. **Risk Purchase Clause:** In the event of Non Performance of the order, BEML reserves the right to avail the services from alternate source at the bidder risk and cost apart from recovery/en-cash of EMD/PBG
12. **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 BEML's written permission. In this regard bidder has to enter into Non Disclosure Agreement with BEML as per scope of work in the format provided in **Annexure -J**
13. **Non Disclosure Agreement (NDA) :** After placement of order, successful bidder shall have to submit mutually accepted/agreed NDA on Non-Judicial stamp paper of value Rs. 200.
14. There can be only 1 set of bids from each Bidder
15. **Termination:** BEML shall exercise the option to terminate the contract with one month notice in the event of Non-Performance/Poor Performance and en-cash the PBG. BEML also reserve the right to review and modify the contract at any point of time during the contract period

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8. General Terms & Conditions

1. ARBITRATION:

For PSUs: In the event of any dispute or difference relating to the interpretation and application of the provisions of this Agreement, such dispute or difference shall be referred by either party for Arbitration to the Sole Arbitrator in Department of Public Enterprises to be nominated by the Secretary to the Government of India, in charge of the Department of Public Enterprises. The Arbitration and Conciliation Act, 1996 shall not be applicable to the arbitration under this clause. The award of the Arbitrator shall be binding upon the parties to the dispute, provided, however, any party aggrieved by such Award may make further reference for setting aside or revision of the Award to the Law Secretary, Department of Legal Affairs, Ministry of Law and Justice, Government of India. Upon such reference, the dispute shall be decided by the Law Secretary or the Special Secretary/Addl. Secretary, when so authorized by the Law Secretary, whose decision shall bind the parties finally and conclusively. The parties to the dispute will share equally the cost of Arbitration as intimated by the Arbitrator.

For firms other than PSUs: In the event of any dispute or difference relating to the interpretation and application of the provisions of this Agreement, such dispute or difference shall be referred by either party for Arbitration to the Sole Arbitrator to be appointed by BEML. The Arbitration proceedings shall be in accordance with the provisions of Arbitration and Conciliation Act, 1996 and Rules framed there under. The place of Arbitration shall be at Bangalore and all Arbitration proceedings shall be conducted in English language and governed by the above said Act and Rules.

Courts at Bangalore shall alone have sole jurisdiction to decide any issue arising out of the Arbitration or this Agreement

2. JURISDICTION:

Courts at Bangalore alone shall have jurisdiction to decide any issue/dispute arising out of the Arbitration or this Purchase Order in exclusion of all other Courts. However, jurisdiction of any other court

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may be accepted by mutual discussion and agreement by and between the Company and the Supplier.

3. **FORCE MAJEURE CLAUSE:**

Notwithstanding anything contained in the Contract, neither the Supplier nor the Purchaser shall be held responsible for total or partial non-execution of any of the contractual obligations, should the obligation become unreasonably onerous or impossible due to occurrence of a 'Force Majeure' conditions which directly affect the obligations to be performed by the Purchaser or the Supplier. Such events include war, military operations of any nature, blockages, revolutions, insurrections, riots, civil commotions, insurgency, sabotage, acts of public enemy, fires, explosion, epidemics, quarantine restrictions, floods, earthquake, or acts of God, restrictions by Govt. authorities over which the Supplier or the acts on which the Purchaser has no control.

The party claiming to be affected by Force Majeure shall notify the other party in writing without delay, within two weeks on the intervention and on the cessation of such circumstance. Extension of time sought by the Supplier along with supporting evidence and so granted by the Purchaser for the supply/ work affected, if any, shall not be construed as waiver in respect of remaining deliveries.

Notwithstanding above provisions, Purchaser shall reserve the right to cancel the order/ Contract, wholly or partly, in order to meet the overall delivery schedule and make alternative arrangements including arrangements with third party for completion of deliveries and other schedules. Purchaser may takeover partly processed material at a mutually agreed price

4. **APPLICABLE LAWS AND JURISDICTION OF COURTS:**

Indian laws both substantive and procedural, for the time being in force including modifications thereto, shall govern Contract. The competent Indian courts shall have sole jurisdiction over disputes between purchaser and the Supplier.

5. **INTELLECTUAL PROPERTY RIGHTS; LICENSES :**

If any Patent design, trademark or any other intellectual property rights apply to the delivery or accompanying documentation, Purchaser shall be entitled to the legal use thereof free of charge by

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means of a non-exclusive, worldwide, perpetual license. All intellectual property rights that arise due to the execution of the delivery by the Supplier and by its employees or third parties involved by the Supplier for performance of the agreement belong to Purchaser.

The Supplier shall be obligated to do everything necessary to obtain or establish the above mentioned rights. The Supplier guarantees that the delivery does not infringe on any of the intellectual property rights of third parties. The Supplier shall also be obligated to do everything necessary to obtain or establish the alternate acceptable arrangement pending resolution of any (alleged) claims by third parties. The Supplier shall indemnify the Purchaser against any (alleged) claims by third parties in this regard and shall reimburse Purchaser for any damages suffered as a result thereof. "The Supplier shall comply with all applicable Labor Laws, particularly Contract Labor (Regulation & Abolition) Act, 1970, ESI Act, Gratuity Act, Payment of Bonus Act, Payment of Minimum Wages Act, Provident Fund Act etc., and Rules framed therein from time -to- time and the Supplier shall indemnify the Company for any loss caused to it by reason of inaction, non-compliance etc., of the provisions of any Law by the Supplier".

6. BRIBES AND GIFTS

Any bribe, commissions, gift or advantage given, promised or offered by or on behalf of the supplier or his partner, agent or servant or anyone on his or on their behalf to any officer, servant, representative or agent of BEML or any person on his or their behalf in relation to the obtaining or to the execution of or any other contract with BEML Ltd., shall in addition to any criminal liability which the supplier , may incur, subject the supplier to the cancellation of this and all other contracts with BEML and also for payment of any loss or damage resulting from any such cancellation to like extent hereof. Any question or dispute as to the commissions of any offence under the present clause shall be settled by BEML in such manner and on such evidence of information as they may think fit and sufficient and their decision shall be final and conclusive.

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7. DRAWINGS AND DOCUMENTS:

Drawings, technical documents or other technical information received by one party shall not, without the consent of the other party, be used for any other purpose than that for which they were provided. They may not, without the consent of the submitting party, otherwise be used or copied, reproduced, transmitted or communicated to third parties.

The Supplier shall, as per agreed date/s but not later than the date of delivery, provide free of charge information and drawings which are necessary to permit the Purchaser to erect, commission, operate and maintain the product. All intellectual properties, including designs, drawings and product information etc. exchanged during the formation and execution of the Contract shall continue to be the property of the submitting party.

8. NON-DISCLOSURE AND INFORMATION OBLIGATIONS:

The Supplier shall provide Purchaser with all information pertaining to the delivery in so far as it could be of importance to Purchaser. The Supplier shall not reveal confidential information to its own employees not involved with the tender / Contract & its execution and delivery or to third parties. The Supplier shall not be entitled to use the Purchaser's name in advertisements and other commercial publications without prior written permission from Purchaser.

9 DURING ARBITRATION

Supplies under this Purchase Order, if reasonably possible, may continue by mutual agreement during the dispute / Arbitration proceedings".

10 PROGRESS REPORT

The supplier shall regularly inform the progress of work and in such form as may be called for by the Purchaser from time to time. The submission and acceptance of such reports shall not prejudice the rights of the Purchaser in any manner.

11 CONTRACT VARIATIONS: INCREASE OR DECREASE IN THE SCOPE OF SUPPLY:

Purchaser may vary the contracted scope. If the supplier is of the opinion that the variation in scope has an effect on the agreed price or delivery period, purchaser shall be informed of this immediately in writing along with technical details, and in the event of additional

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work, submit a quotation with regards to the price and delivery period and the effect this scope will have on the other contracts under execution by the supplier. The supplier shall not perform additional work/ altered scope of work without the written instructions/amendment to the Purchase Order to that effect. The Purchaser also reserves its rights to decrease the scope of supply placed against Purchase Orders under due intimation to the supplier. Such decrease may be warranted due to defective goods or Policy Decisions of the Management of the Purchaser. And in such an event, the Supplier shall not have any claims or right against the Purchaser.

12 NON-WAIVER OF DEFAULTS

If any individual provision of the Contract is invalid the other provisions shall not be affected. The failure of BEML to insist upon performance of the Contract, to enforce any of the terms and conditions of this Contract or to exercise any right or privilege granted to BEML under this Contract or under law, shall not be construed as a waiver and the same shall continue in full force and effect.

13 ASSIGNMENT OF RIGHTS AND OBLIGATIONS; SUBCONTRACTING:

The supplier is not permitted to subcontract the delivery or any part thereof to third parties or to assign the rights and obligations resulting from this agreement in whole or in part to third parties without prior written permission from Purchaser. Any permission or approval given by the Purchaser shall, however, not absolve the supplier of the responsibility of his obligations under the contract.

14 INTEGRITY COMMITMENT IN THE EXECUTION OF CONTRACTS :

Commitment by Purchaser:

Purchaser commits to take all necessary steps to prevent corruption in connection with the execution of the Contract.

Commitment by the Contractor:

The Contractor (s) commit (s) to take all measures to prevent corruption and will not directly or indirectly try to influence any decision for the benefit for which he is not legally entitled. The contractor (s) will not commit any offence under the relevant Acts. The Contractor (s) will not use improperly, for purpose of competition or personal gain or pass on to others, any information or documents provided by Purchaser as part of business relationship.

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The Consultant (s) will not enter with other Firm (s) / Consultant(s) into any undisclosed agreement or understanding or any actions to restrict competition. If the Consultant(s), before award or during execution of the consultancy Contract commit(s) a transgression of the above or in any other manner such as to put his reliability or credibility in question, Purchaser is entitled to disqualify the consultancy contractor(s) from the consultancy process or terminate the contract and / or take suitable actions as deemed fit.

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Tender No. 6300031782**13.02.2020****Annexure - A****PROFILE OF THE BIDDER**

General Information			
Registered Name of the company			
Address of the Registered Office or Head Office			
Mailing address of the Bidder			
GSTN Number & PAN card No.			
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			
Total number of Employees & consultants of the proposed audit service activities.			
Number of your firm's employees in India who are involved in IT security Audit/consultancy.			
Locations in India where you have offices / centres.(Please indicate the offices in India especially in and around Bangalore, if any, giving details of certified maintenance staff, number of ongoing projects and the structure of operation)			
Quality Assurance			
Details of Quality Assurance accreditation/certification (Please provide details about SEI- CMM/ESCM/CMMI/ISO/any other Certifications).			
Bank details like Account No, Bank Name, IFSC , Address & Contact No.			
Commercial Information			
	2016-17	2017-18	2018-19
Revenue (in INR crores)			
Profit Before Tax (in INR crores)			
Revenue from IT Services (in INR crores)			
Net Worth (in INR crores)			

Name , Designation & Signature of Person:

Company Seal

Name of Firm:

Address

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Annexure - B

IT SECURITY AUDIT EXPERIENCE OF BIDDER

(Use separate sheets for each Project and attach appropriate evidences. Ensure that the numbers of projects presented are 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 contract	
11	Date of commencement of the work	
12	Date of completion	
13	Man-months effort	

Name , Designation & Signature of Person:

Company Seal

Name of Firm:

Address

Tender No. 6300031782

13.02.2020
Annexure - C

PROFILE OF THE PROJECT TEAM

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

Sno	Name	Designation	Qualification	Prof. Exp. In Yrs.	Relevant Industry Exp. (Name of the company and	Proposed Position	Task Proposed to be assigned	Duration of Team Member

Note:-

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

Name , Designation & Signature of Person:
Company Seal
Name of Firm:
Address

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Annexure - D

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

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 , Designation & Signature of Person:

Company Seal

Name of Firm:

Address

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

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13.02.2020

Annexure - E

Undertaking

To:

The Asst. General Manager (Corporate Materials),
BEML Limited,
'BEML SOUDHA', 23/1
4th Main, S R Nagar
Bangalore-5600027 India

Dear Sir,

Having examined the Bid Invitation No. **6300031782** dated **13.02.2020**, the receipt of which is hereby duly acknowledged, we, the undersigned, hereby confirming that we read, understood and accepting all the terms & conditions available in the tender. Further, we indicate that upon selection, we will execute the assignment as per the tender terms and conditions.

Name , Designation & Signature of Person:

Company Seal

Name of Firm:

Address

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13.02.2020

Annexure -F

LITIGATION IMPACT STATEMENT
(in Company letter head)

[Date]

To
The Asst. General Manager (Corporate Materials),
BEML Limited,
'BEML SOUDHA', 23/1
4th Main, S R Nagar
Bangalore-5600027 India

Reference: Bid Invitation No: 6300031782 dated 13.02.2020

Dear Sir,

We hereby confirm that we are not blacklisted by BEML 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 BEML.

Name , Designation & Signature of Person:

Company Seal

Name of Firm:

Address

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13.02.2020

Annexure - G

Special Conditions arising out of implementation of GST
(Which is to be signed and submitted along with the offer)
Tax Indemnity clause

1. The supplier of Goods / Services shall comply with all the procedural requirements and relevant provisions under GST Law so as to enable BEML Limited (BEML) to avail Input Tax Credit (ITC) in a timely manner. BEML has the right to recover tax loss along with consequential interest and penalty suffered by BEML due to any non-compliance of tax laws by the supplier. Any GST liability arising on the supplier on account of loss of GST credits for reasons such as failure of the supplier to provide the details for raising invoice with necessary particulars, delay in payment of consideration beyond stipulated time period and the interest thereon would be on the suppliers themselves and BEML shall not be liable to compensate the same.
2. The supplier shall ensure that the Taxes which have been collected / with-held on behalf of BEML have been duly paid / will be paid to the Government account within the due dates specified under various Tax Laws in India and Rules made there under. It may please be noted that if BEML is not able to avail any tax credit due to any short coming on the part of the supplier (which otherwise should have been available to BEML in the normal course), then the supplier at his own cost and effort will get the short coming rectified. If for any reason the same is not possible, then the supplier will make 'good' the loss suffered by BEML due to the tax credit it lost in that transaction.
3. Under the GST Law, any economic or tax benefit arising out of the implementation of GST is mandatory and required to be passed on to BEML by the supplier. Similarly, the benefits enjoyed by the supplier and other players in the supply chain are also required to be passed on to the supplier by them, which in turn shall be

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passed on to BEML by way of price reductions. The suppliers shall indemnify BEML against any direct or indirect loss arising out of not passing on the aforesaid benefits. As responsible suppliers of BEML, the responsibility to pass on the above benefits vests with the supplier and BEML reserve the right to seek the manner in which such benefits is passed on to BEML.

4. Any amount paid to the suppliers including job-workers / sub-contractors shall be first attributable to the GST Tax charged in the invoice and the balance shall be considered towards the 'value' of supply of goods / services.
5. Timely provision of invoices / Debit Note / Credit Note: The supplier has to timely provide invoice / Debit Note / Credit Note to enable BEML to claim tax benefit on or before stipulated time period as per GST Law. All necessary adjustment entries (Credit Note, Purchase Returns, Debit Notes) shall be made before September of the succeeding Financial Year.
6. HSN for goods shall be specifically included to avoid disagreement on classification at a later stage.
7. BEML shall identify the Place of supply to enable to avail the GST credit at right location.
8. Advance payment if any made before supply of goods/services or raising of invoices, would attract GST. In case of receipt of advance, the supplier undertakes to raise the necessary statutory document. Further the supplier declares to raise the prescribed documentation governing the movement of goods.
9. Any known discount shall form part of terms of the agreement to enable Supplier / BEML to claim tax adjustment.
10. THREE copies of the invoices are mandatory and need to be provided by the suppliers and **wherever the law requires, an Electronic Reference Number for each invoice should be provided**. Further, the invoices for

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supplies shall clearly bear the GSTIN No. / UID No. along with purchase order number and date accompanied by despatch advice and date of packing list.

11. Wherever applicable, BEML has the right to deduct "Tax deducted at source" at the rate prescribed under the GST law and remit the same to the Government of India.
12. Any local levies and or other charges levied by any Central / State / Local authorities wherever applicable shall be extra and supplier shall be liable to discharge the same.
13. The supplier shall be responsible to issue documents required for movement of goods and the logistic partner shall not be liable for any loss arising due to confiscation of goods by government agencies on account of lack of proper documents, deficiencies in documentation or any wrong declaration.
14. Any Liability arising out of dispute on the tax structure, computation and payment to the Government will be to the Supplier's account.
15. Where the supply of goods / services are liable to GST under reverse charge mechanism, then the supplier should clearly mention the category under which it has been registered and also that "the liability of payment of GST is on the Recipient of Service".
16. The invoice should be clearly specified with any abatement, if any claimed or otherwise from the Taxable Value, while calculating the GST.
17. The Bid evaluation criteria will include but not limited to 'GST Compliance rating' when introduced and operational by GSTN. The Purchase Order shall be void, if at any point of time the supplier is found to be a blacklisted dealer as per GSTN rating system and further no payment shall be entertained.

Place:

Date:

for M/s.....
Signature

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Annexure - H

BIDDER HAS TO UPLOAD THE FOLLOWING COMPLIANCE SHEET AS PART OF THE TECHNICAL BID.

Technical Criteria	Brief Details about the bidder as per Annexure - A of Part B i.e Technical Bid at Point 1.	Certificate of Incorporation to be uploaded in collaboration folder as per Part B i.e Technical Bid at Point 2.	Valid Letter of empanelment issued by CERT-In to be uploaded in collaboration folder as per Part B i.e Technical Bid at Point 3.	Average annual financial turnover for 3 years as per Part B i.e Technical Bid at Point 4.	Documentary proof i.e. Purchase order / Work order along with work Completion certificate as per Annexure - B of Part B i.e Technical Bid at Point 5.	Profile of Team Members as per Annexure - C & D of Part B i.e Technical Bid at Point 6 & 7	Undertaking for agreeing terms & conditions Annexure - E of Part B i.e Technical Bid at Point 8.	Litigation impact statement as per Annexure - F of Part B i.e Technical Bid at Point 9.	Special Conditions arising out of implementation of GST Tax Indemnity clause as per Annexure - G of Part B i.e Technical Bid at Point 10.
Status	Uploaded / Not Uploaded	Uploaded / Not Uploaded	Uploaded / Not Uploaded	Uploaded / Not Uploaded	Uploaded / Not Uploaded	Uploaded / Not Uploaded	Uploaded / Not Uploaded	Uploaded / Not Uploaded	Uploaded / Not Uploaded

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ANNEXURE - I

FORMAT OF PERFORMANCE BANK GUARNATEE

Bank Guarantee No.....

Dated

Amount

Valid upto

Claim upto

The General Manager (...)

BEML Limited

.....

.....

M/s(Name of the Firm) having their office atand its Registered office at(hereinafter called the Service Provider) has entered into an agreement No:..... (hereinafter called the said agreement) with M/s BEML Limited, Bangalore (hereinafter called the Company) for under mentioned Contract-----

----- on the terms and conditions in the said agreement.

In terms of the said agreement the Service Provider is required to and has agreed to furnish to the company a Bank Guarantee for a sum of Rs..... (Rupees..... only) towards security for the due and faithful performance of the terms of the said agreement and against any loss ordamage caused to or would be caused to or suffered by the company by reason of any breach by the said Service Provider of any of the terms or conditions contained in the said agreement.

(Name of the BANK) having its office at has agreed at the request of the Service Provider to give the guarantee hereinafter contained.

We, (Name of the BANK) do hereby undertake to pay the amounts due and payable under this Guarantee without any demur or protest merely on a demand from the company in writing stating that the amount due by way of any loss or damage caused to or would be caused to or suffered by the

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company by reasons of any breach by the said contractor(s) of any of the terms & conditions contained in the said agreement or by reason of the said contractor's failure to perform the said agreement. Any such demand made on the Bank by the company shall be conclusive as regards the amount due and payable by the Bank under this Guarantee upto **xx/xx/xxxx (date)** or the extended period if any. However, our liability under this Guarantee shall be restricted to an amount not exceeding Rs..... (Rupees..... only). Any change or variation in the constitution of the company shall not discharge the Bank from its liability to pay the amount under this Guarantee.

We, (Name of the BANK) further agree that the Guarantee herein contained shall remain in full force and effect during the period that would be taken for the performance of the said agreement and that it shall continue to be enforceable till all the dues of the company or by virtue of the said agreement have been fully paid and its claims satisfied or discharged or till the company certifies that the terms and conditions of the said agreement have been fully and properly carried out by the said contractor(s).

Unless a demand or claim under this Guarantee is made on us in writing on or before **xx/xx/xxxx (date)** or the extended period if any, we shall be discharged from all liability under this Guarantee thereafter.

We, (Name of the BANK) further agree with the company that the company 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 agreement or to extend the time of performance by the said contractor(s) from time to time or to postpone from any time or from time to time any of the powers exercisable by the company against the said contractor(s) and to for-bear or to enforce any of the terms & conditions relating to the said agreement and we shall not be relieved from our liability by reason of any such variation or extension being granted to the said contractor(s) or by any such matter of thing whatsoever which under the law relating to sureties would but for this provision have effect of so relieving us.

We, (Name of the BANK) lastly undertake not to revoke this Guarantee during its currency except with the previous consent of the company in writing.

This Guarantee is effective from **xx/xx/xxxx (date) to xx/xx/xxxx (date)** or the extended period if any, including the claim period of 6 (six) months and the same shall be extended at the instance of the Company.

This Guarantee will remain valid for a period of 18 months from **xx/xx/xxxx (date) to xx/xx/xxxx (date)** or any extended time and any claim under this Guarantee must be preferred on the Bank in writing within 6 (six) months

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from the date of expiry i.e. on or before **xx/xx/xxxx (date)** or the extended period.

Notwithstanding any thing contained herein above our liability under this Guarantee is limited to Rs..... (Rupees..... only) in aggregate and it shall remain in full force upto **xx/xx/xxxx (date)** unless extended. Any claim under this Guarantee must be received by us on or before **xx/xx/xxxx (date)** or the extended period and if no such claim is received by us within **xx/xx/xxxx (date)** or the extended period. Company's right under this Guarantee will cease and we shall be relieved and discharged from all liabilities under this Guarantee thereafter.

Date :

Place :

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Annexure - J

NON DISCLOSURE AGREEMENT

THIS NON DISCLOSURE Agreement made at Bangalore, India on this ___day of___2020 between BEML Limited a company registered under the Companies Act, 1956 and having its registered office at 'BEML SOUDHA', 23/1 4TH Main, S R Nagar Bengaluru – 560 027. (hereinafter referred to as "BEML") and

___a company registered under the Companies Act, 1956 and having its registered office at____(hereinafter referred to as "_").

BEML and___shall hereinafter be collectively referred to as "the Parties" and individually as "a Party". WHEREAS BEML has floated a tender and is required to provide certain information to (name of the bidder) to prepare his bid and/or

A. The Parties are considering to enter into a Non Disclosure Agreement 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 be 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 [BIN Ref: / PO. Ref.] 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

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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 absolute 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 (i) is clearly identified as Confidential Information by an appropriate and conspicuous marking or (ii) 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 effecting the tender/bid/contract.

5.The Receiving Party shall promptly upon requests by the Disclosing Party

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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.

6.The Receiving Party shall have no obligations or restrictions with respect to:

- (a) Information 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.

7.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.

8.The Receiving Party shall not without 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
 - (iv) Make any private or public announcement or statement concerning or relating to the Proposal.

9.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

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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 be, 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

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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 its 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 one year 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 Bengaluru.

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

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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 BEML

To_____

Address:

Address:

Phone No.:

Phone No.:

Fax No. :

Fax No:

E-mail:

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 BEML

Signed by <Bidder>

Witness 1

Name & signature:

Address

Witness 1

Name & signature:

Address

Witness 2

Name & signature:

Address

Witness 2

Name & signature:

Address