

**BEML LIMITED**

(A Government of India Mini Ratna Company under Ministry of Defence)

"BEML SOUDHA " 23/1, 4<sup>TH</sup> Main, S.R. Nagar, Bangalore 560027

Phone : 080 22963179 / 22963315. FAX: 080 22963283.

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**Tender No:6300036946**

**Date: 06.01.2022**

**TENDER DOCUMENT**

**REQUEST FOR QUOTATION FOR**

**CONSULTANCY FOR ACQUIRING ISO27001:2013 ACCREDITATION TO BEML**

**LAST DATE FOR SUBMISSION OF BID IS 27.01.2022**

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

## **BEML LIMITED**

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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.

### **2. DESCRIPTION OF WORK:**

The objective of this Request for Quotation (RFQ) is for assisting BEML LIMITED acquiring ISO27001:2013 accreditation. 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.

BEML would like to engage a partner who can help in identifying, building, implementing, measuring right set of security models, strategize and implement controls for our IT environment, be constantly risk aware and articulate information security to the stakeholder and assisting BEML in ISO27001:2013 accreditation by March 2022.

### **3. SCOPE OF WORK:**

#### **Phase I (Planning, Scoping & Current State Assessment)**

1. Obtain overall understanding of Business processes & IT & IS functions
2. Evaluate & embed Organization requirement
3. Develop a detailed project plan
4. Document scope, Security objectives as per BEML ltd inputs
5. Conduct gap assessment as per ISO 27001:2013 Standard, to assist BEML ltd to identify information assets & ownership
6. IT Compliance
7. Document review

**Period: 5 Weeks**

#### **Phase II**

1. Conduct Risk assessment as per approved risk management methodology
2. Provide recommendations on risk mitigation for BEML
3. Provide support for risk mitigation at BEML
4. Review existing Security awareness program & provide recommendations, if any
5. Draft / Review ISMS documentation including mandatory documentation & policies & procedures
6. Conduct Information Security Awareness sessions to all stakeholders

**Period: 8 weeks**

#### **Phase III (External Audit Preparation)**

1. Conduct Internal pre-certification mock assessment
2. Report of the outcome of the internal pre-certification mock assessment
3. Assist with management review of the ISMS

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4. Provide support during external certification Audit by external authorized agency
5. Draft Corrective actions
6. Incorporate Mitigation plans

**Period: 5 weeks**

#### **4. Audit Approach and Audit Considerations:**

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 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 Audit activity is to be done, will include the time frame of each activity so as to organize the audit activity for better control and monitoring.
2. Standards of Security and Quality are to be followed as per Industry Standards.

Vendor should be conducting the review 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 all patches relevant to BEML Ltd received from SAP in Production Server.
- Database - Deployment of patches and back-end updates if any.
- ADS Server
- Internet Server
- IS Security Policy or other guidelines implementation
- DR Plan & Business Continuity Plan.
- Consistency of Application & Databases (DC, DR&NDR)

#### **DC & DR – AMC Details**

- Hardware
- Software
- UPS
- Networking
- Outsourcing
- AMC – Record maintenance

#### **DC & DR**

- Insurance Review

#### **Personnel Security**

- Physical security
- Access Controls

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### **Software Change Control**

- Access Controls
- Change Management procedure
- Patch Management
- Version controls

### **User Management**

- Allocation/Revocation of User ID's
- User Records management & control
- User profiles and access rights of data centre users

### **Operating System**

- OS Hardening
- Upgrades / Patch Management

### **Change Request Management**

- Review of Process, Procedures & Controls.

### **Anti-Virus Updation**

- Review of Process, Procedures & Controls

### **Firewall / IDS**

- Review of Process, Procedures & Controls

### **DC & DR – Day to Day Operations**

- Review of Process, Procedures & Controls

### **Help Desk Activities**

- Review of Process, Procedures & Controls

### **Data Backup & Storage**

- Review of Process, Procedures & Controls

### **Backup Testing**

- Review of Process, Procedures & Controls

### **BCP / DRS (Applicable only when DR is up and running)**

- Assist in preparing BCP Document & Review
- Assist in preparing DR Plan Document for DR drill - Review of Process, Procedures & Controls
- Review DR Test results review to ensure RTO achievement
- Review Records Management
- Audit trail, Log Management – OS, DB, Application
- Human Resource Management

### **DC& DR – Review of Outsourced Activities**

- Review the Outsourcing agreement with the concerned parties and assess its coverage of information security issues.
- Review the adherence to the Service Level Agreements agreed upon.

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### Compliance Management - Review of Policies

- Regulatory Compliances of policies
- Information Security Policy Guidelines compliance in DC/DR - Review
- Information Security Implementation in DC/DR - Review
- Review of Documents – SLAs, AMCs
- Review of Outsourced Activities vs. Performance

### Application Controls

- Authentication controls
- Administration controls
- Security controls
- Load Testing

### Access Controls

- Privileges granted to a User
- Access on Objects at Table level

### Software

- Availability of license agreement/ No. of installations
- Usage of any unauthorized software/ installations

### Database

- Alert log used by the database to record start-up and shutdown as well as any structural changes such as adding a data file to the database.
- Auditing Database Access – Who access from where and when.
- Auditing of database structural changes / Logs maintained
- Log-on Failures
- Database synchronization with DR
- Procedural controls

## 5. PROCEDURE FOR SUBMISSION OF BIDS

This Tender consisting of

**Part A** – Pre-Qualification Bid i.e. Submission of EMD (Online or Offline)

**Part B** – Submission of Technical Bid (Through SRM)

**Part C** – Submission of Price Bid (Through SRM)

### 5.1 PART A – PRE-QUALIFICATION BID i.e., submission of EMD

The EMD amount can be submitted in either way as detailed below:

#### Earnest Money Deposit (EMD):

EMD amount of Rs 24,000/- can be paid online or can be submitted in the form of Demand Draft / Banker's Cheque/ Online payment. **Online Payment of EMD amount can be made as mentioned below:**

- Open the following link:  
<https://www.onlinesbi.com/sbicollect/icollecthome.htm?corpID=9359>
- Read the terms & conditions, tick the acceptance box and click on Proceed.

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- iii) In 'Select State' dropdown, select All India and click on the Go button.
- iv) In 'Select Payment Category', select EMD/ Tender Fee.
- v) 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 24,000/-.

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

**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. 24,000/-** (Rupees twenty four 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/ Online payment shall be submitted in **Sealed envelope** duly superscribing the **Bid Invitation No. 6300036946 dated 06.01.2022, Closing date 27.01.2022 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:

BANK NAME	
BRANCH NAME	
CITY	
IFSC CODE	
ACCOUNT NO	
BENEFICIARY NAME	

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

General Manager (Corporate Materials)  
**BEML LIMITED**., Room No.1  
BEML SOUDHA, 23/1, 4<sup>th</sup> Main,  
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.**

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

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**Note:** Bidder shall ensure that their EMD (DD)/EMD Exemption Certificate/ Online payment 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/ Online payment 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. 24000/- will not be accepted and the quotation is liable to be rejected.
- d) EMD of technical disqualified bidder's will be returned. EMD of successful bidder will be released after supply and installation.
- e) EMD does not carry any interest on return.
- f) EMD will be forfeited if any firm withdraws the tender submitted or refuses to execute the order for reasons whatsoever.
- g) 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 / NSIC certificate, / MSME Certificate/ Online payment (firms claiming EMD exemption) etc., to be submitted through courier/post in a sealed cover, super scribing the bid number and closing date, address etc. before the bid closing date. Failure to do so will result in rejection of the bid.
- h) No responsibility will be taken for postal or non-delivery/nonreceipt of EMD/firms claiming EMD exemption.

### **General Instructions with regard to bid:**

- a) Please upload all the technical bid documents in SRM portal and ensure that no price details are mentioned in any of the documents uploaded as part of the Technical Bid.
- b) Corrigendum regarding the tender if any will be published in SRM portal, BEML Website only before the tender closing date. Bidders to make note of the above and check before tender closing date / time to know the latest communication / updates. The same to be signed with company seal and scanned copy to be uploaded with the technical bid documents.
- c) Commercial bids of the bidder will be opened only if all the technical requirements are fulfilled and qualified through technical evaluation. Hence the bidders are advised to upload all the required documents carefully.
- d) The tender documents will be considered at the sole discretion of M/s BEML Ltd, whose decision in the matter will be Final & Binding.
- e) The Bidder is advised to carefully go through the terms & conditions of tender before submitting the tender.

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**5.2 PART B – SUBMISSION OF TECHNICAL BID (Through eMode on BEML SRM System)**

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	
<b>MANADATORY CLAUSE (SL.NO. 1 TO 3)</b>			
1	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 2021 as evidence.	The certificate of Incorporation and / or Certificate of Commencement of Business issued by the Registrar of Companies, India.	<b>MANDATORY</b> <b>This is a mandatory document to be uploaded.</b> (if not uploaded, bidder will be disqualified in technical evaluation)
2	Authorization Certificate for consultancy of ISO27001:2013 Audit clearly mentioning the Validity date.	The bidder should upload the authorization Certificate for consultancy of ISO27001:2013 accreditation clearly mentioning the Validity date.	<b>MANDATORY</b> <b>This is a mandatory document to be uploaded.</b> (if not uploaded, bidder will be disqualified in technical evaluation)
3	The Bidder should have experience & expertise in handling Assignments / Services related to ISO27001:2013 Audit/consultancy for any PSU / BFSI /Government / Private Large Enterprise customers in India during last Five Financial years (i.e. 2016-17, 2017-18, 2018-19, 2019-20 & 2020-21).  a. Three similar completed works costing not less than <b>Rs. 4.80 Lakhs</b>  Or  b. Two similar completed works costing not less than <b>Rs. 6.0 Lakhs</b>  Or	Documentary proof i.e. PO / Work Order Copy (OR) Completion certificate from the customer indicating the value of the order to be uploaded and filled <b>Annexure - B</b> to be submitted.	<b>MANDATORY</b> <b>This is a mandatory document to be uploaded.</b> (if not uploaded, bidder will be disqualified in technical evaluation)



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Sl. No.	Criteria	Documentary proof to be uploaded in collaboration folder	
	c. One similar completed works costing not less than <b>Rs. 9.60 Lakhs</b>		
<b>NON-MANDATORY CLAUSES (SL.NO. 4 TO 10)</b>			
4	<p>Average annual financial turnover during the last three years, ending 31<sup>st</sup> March of the previous financial year (i.e. 2018-19, 2019-20 &amp; 2020-21) should be minimum <b>Rs. 3.6 Lakhs</b></p> <p><b>Note:</b> If the audited balance sheet for the FY 2020-21 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. 2017-18, 2018-19 &amp; 2019-20.</p>	<p>2018-19 Rs. 2019-20 Rs. 2020-21 Rs.</p> <p>Copies of audited balance sheet (<b>indicating turnover</b>) for last three years duly certified by the auditors &amp; filled <b>Annexure – A</b> shall be uploaded in the collaboration folder.</p>	<b>NON-MANDATORY</b>
5	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.	Undertaking document as per the <b>Annexure – E</b>	<b>NON-MANDATORY</b>
6	The vendor should not have been blacklisted by any government/ PSU/Reputed Listed company for corrupt or fraudulent practices or non-delivery, non-performance on the date of Bid Closing date.	Litigation Impact Statement as per <b>Annexure – F</b> to be uploaded	<b>NON-MANDATORY</b>
7	The Bidder should be ISO 9000/9001 or ISO/IEC 27001 certified, with certification valid at the time of bid submission.	Documentary proof i.e., photocopies of certificates to be uploaded	<b>NON-MANDATORY</b>

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Sl. No.	Criteria	Documentary proof to be uploaded in collaboration folder	
8	Special Conditions arising out of implementation of GST Tax Indemnity clause	<b>Annexure – G</b> to be signed and uploaded in the collaboration folder.	<b>NON-MANDATORY</b>
9	Bidder has to upload compliance sheet as part of the technical bid.	Please upload <b>Annexure – H</b>	<b>NON-MANDATORY</b>
10	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 this place etc.)	Self-Certificate with address	<b>NON-MANDATORY</b>

**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) **BID WILL BE REJECTED, IF ANY MANDATORY DOCUMENTS ARE NOT UPLOADED AS PART OF TECHNICAL BID (No clarification will be sought for this category docs).**
- d) 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.
- e) Relevant documents are to be meticulously uploaded by the bidder as part of the technical bid.
- f) **BID WILL BE REJECTED, IF PRICE BID IS UPLOADED AS PART OF TECHNICAL BID.**
- g) Technical bid will be considered subject to receipt of original DD for EMD/ EMD Exemption certificate.

**5.3 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.

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**Price Bid Format :**

No.	Sl.	Services Offered	Total Charges (in Rs.) (exclusive of Taxes)	Taxes GST (%)	Total
	1	Phase I (Planning, Scoping & Current State Assessment)	No price details to be added here. Price bid should only be in SRM platform or else your bid will be rejected.		
	2	Phase II (Risk Assessment & Mitigation etc.,)			
	3	Phase III (Phase III - External Audit Preparation, Issuance of ISO27001 certification)			
		<b>Total</b>			

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 INR.

**L1 will be arrived on lowest quote received on Sum of all items above.**

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.

**6. CHECK LIST FOR SUBMISSION OF TECHNICAL BID:**

CRITERIA DETAILS	
<b>PRE-QUALIFICATION CRITERIA (MANDATORY):</b>	
Bidder to submit EMD/MSME Certificate mandatorily.	
Technical bid will not be opened in the absence of pre-qualification bid and leads to disqualification.	
<b>1</b>	<b>EMD:</b> EMD to be submitted online / offline in sealed envelope to the address mentioned in this document before the closing date and time of the tender.  Bidders seeking exemption are required to submit MSE Document in sealed envelope to the address mentioned in this document before the closing date and time of the tender.
	<b>MANDATORY</b>

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<b>TECHNICAL BID (MANDATORY):</b>		
<b>Following documents are required to be submitted for qualifying in this bid. Bid will be rejected if any mandatory documents are not uploaded as part of technical bid.</b>		
<b>1</b>	The certificate of Incorporation and / or Certificate of Commencement of Business issued by the Registrar of Companies, India.	<b>MANDATORY</b>
<b>2</b>	Authorization Certificate for consultancy of ISO27001:2013 clearly mentioning the Validity date.	<b>MANDATORY</b>
<b>3</b>	i. Documentary proof i.e., PO / Work Order Copy (OR) Completion certificate from the customer to be uploaded. ii. Duly filled Annexure - B to be uploaded.	<b>MANDATORY</b>
<b>4</b>	Copies of audited balance sheet ( <b>indicating turnover</b> ) for last three years duly certified by the auditors & filled <b>Annexure – A.</b>	<b>NON-MANDATORY</b>
<b>5</b>	Undertaking document as per the <b>Annexure – E.</b>	<b>NON-MANDATORY</b>
<b>6</b>	Litigation Impact Statement as per <b>Annexure – F.</b>	<b>NON-MANDATORY</b>
<b>7</b>	ISO 9000/9001 or ISO/IEC 27001 certified, with certification valid at the time of bid submission.	<b>NON-MANDATORY</b>
<b>8</b>	GST Tax Indemnity clause as per <b>Annexure – G.</b>	<b>NON-MANDATORY</b>
<b>9</b>	Compliance Report as per <b>Annexure – H.</b>	<b>NON-MANDATORY</b>
<b>10</b>	Self-Certificate with address.	<b>NON-MANDATORY</b>

**7. 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 20.01.2022. All questions regarding this RFQ will be clarified during Pre-Bid meeting or subsequently after obtaining concurrence from the Management.

**Contact Name & Address:**

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

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For Technical Clarifications only

**1. VENKATESH M S – DGM-DT**

BEML Limited, BEMLSoudha,  
23/1, 4th Main, SR Nagar,  
Bengaluru – 560027  
Phone: 080-22963120  
E-mail id: dgmerp@beml.co.in / ravib@cto.beml.co.in

For Commercial Clarifications and bid submission

**2. MAHESH (Manager - Corporate Materials)**

BEML Limited, BEML Soudha,  
23/1, 4th Main, SR Nagar,  
Bengaluru – 560027  
Phone: 080-22963315/ 245  
E-mail id: purchase@purchase.beml.co.in / gmcm@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.

### **8. 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 **11 AM on 20.01.2022** at BEML Soudha, 23/1, 4th Main, SR Nagar, Bangalore-560027. Interested bidders shall confirm their participation well in advance.

### **9. 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 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

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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 3% 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 **20 weeks** from date of receipt of Purchase order.
6. **Payment Terms:** 100% payment on 30<sup>th</sup> day for MSEs and for others on day 60<sup>th</sup> 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.
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

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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

### 10. 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,

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jurisdiction of any other court 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 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 &



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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.

### **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.

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**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 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; SUBCONTRACT-ING:**

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.

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: 6300036946****Date: 06.01.2022****Annexure - A****PROFILE OF THE BIDDER**

<b>General Information</b>			
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			
<b>Additional Information</b>			
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)			
<b>Quality Assurance</b>			
Details of Quality Assurance accreditation/certification (Please provide details about SEI-CMM/ESCM/CMMI/ISO/any other Certifications).			
<b>Bank details like Account No, Bank Name, IFSC , Address &amp; Contact No.</b>			
<b>Commercial Information</b>			
	<b>2018-19</b>	<b>2019-20</b>	<b>2020-21</b>
Revenue (in INR crores)			
Profit Before Tax (in INR crores)			
Revenue from IT Services (in INR crores)			
Net Worth (in INR crores)			

**Note:** If the audited balance sheet for the FY 2020-21 is under audit, then provisional balance sheet to be provided otherwise the average annual turnover during the previous three years shall be entered i.e. 2017-18, 2018-19, 2019-20

Name, Designation &amp; Signature of Person:

Company Seal

Name of Firm:

Address:

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**Tender No: 6300036946**

**Date: 06.01.2022**

**Annexure - B**

**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.)

<b>S. No.</b>	<b>Requirement</b>	<b>Details</b>
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

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**Tender No: 6300036946**

**Date: 06.01.2022**

**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)

Sl. No.	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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Tender No: 6300036946

Date: 06.01.2022

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

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**Tender No: 6300036946**

**Date: 06.01.2022**

**Annexure - E**

**Undertaking**

To:

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

Dear Sir,

Having examined the Bid Invitation No. **6300036946** dated **06.01.2022**, 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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**Tender No: 6300036946**

**Date: 06.01.2022**

**Annexure - F**

**LITIGATION IMPACT STATEMENT**

**(in Company letter head)**

[Date]

To

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

Reference: Bid Invitation No: **6300036946** dated 06.01.2022

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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**Tender No: 6300036946**

**Date: 06.01.2022**

**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 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.

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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 supplies shall clearly bear the GSTIN No. / UID No. along with purchase order number and date accompanied by dispatch 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: Signature with date of Authorized signatory

Name: \_\_\_\_\_

Designation: \_\_\_\_\_

Firm's Seal: \_\_\_\_\_

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Tender No: 6300036946

Date: 06.01.2022

Annexure - H

**Confirmation on Scope of work**

To:

The General Manager (Corporate Materials),

M/s. BEML LTD

Bangalore-27

Dear Sir,

We, M/s. ....have gone through the scope of work of the tender document for **CONSULTANCY & CERTIFYING ISO27001:2013 ACCREDITATION TO BEML.**

We are hereby confirming our acceptance to all points of scope of work without any deviation and we will execute the assignment as per the scope of work at the time of bidding.

Signature with date of Authorized signatory

Name: \_\_\_\_\_

Designation: \_\_\_\_\_

Firm's Seal: \_\_\_\_\_

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**Tender No: 6300036946**

**Date: 06.01.2022**

**ANNEXURE - I**

**FORMAT OF PERFORMANCE BANK GUARANTEE**

Bank Guarantee No.....  
Dated .....  
Amount .....  
Valid upto .....  
Claim upto .....

The General Manager (...)  
BEML Limited  
.....  
.....

M/s .....(Name of the Firm) having their office at .....and 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 or damage 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 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

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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 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 :

**BEML LIMITED**

(A Government of India Mini Ratna Company under Ministry of Defence)

"BEML SOUDHA " 23/1, 4<sup>TH</sup> Main, S.R. Nagar, Bangalore 560027

Phone : 080 22963179 / 22963315. FAX: 080 22963283.

Tender No: 6300036946

Date: 06.01.2022

Annexure - J

**NON DISCLOSURE AGREEMENT**

THIS NON-DISCLOSURE AGREEMENT is made on this ..... day (date) of ..... (Year) .....

By and 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 "Auditee" which expression shall unless repugnant to the context or meaning thereof ,include its successors, administrators and permitted assigns) of the first part.

And

Name incorporated/registered under the..... Name of the Act having its registered/corporate office at ..... (herein referred to as "Auditor" which expression shall unless repugnant to the context or meaning thereof ,includes its successors, assigns, administrators, liquidators and receivers)of the second part

**WHEREAS**

A. Auditor is a services organization for auditing and certifying ISO27001 certificate, including vulnerability assessment and penetration testing of computer systems , networks, computer resources & applications of various agencies or departments of the Government, critical infrastructure organizations and those in other sectors of Indian economy vide communication No.....dated.....

B. Auditor as an empanelled Information Security Auditing organization has agreed to fully comply the "Guidelines for ISO27001:2013 Empanelled Information Security Auditing Organizations , Terms & conditions of empanelment and Policy guidelines for handling audit related data" while conducting audits.

C. Auditee is also aware of the aforesaid Guidelines along with guidelines for Auditee Organizations published by ISO27001:2013 edition.

D. Both Auditor and Auditee have given their irrevocable consent to fully comply the aforesaid Guidelines and any amendments thereof without any reservations.

NOW, THEREFORE, in consideration of the foregoing and the covenants and agreements contained herein, the parties agree as follows:

**1. Definitions. :**

(a) The term "Confidential Information" shall include, without limitation, all information and materials, furnished by either Party to the other in connection with Auditee products and services including information transmitted in writing, orally, visually, (e.g. video terminal display) or on magnetic media, and including all proprietary information, customer & prospect lists, trade secrets, trade names or proposed

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trade names, methods and procedures of operation, business or marketing plans, licensed document know-how, ideas, concepts, designs, drawings, flow charts, diagrams, quality manuals, checklists, guidelines, processes, formulae, source code materials, specifications, programs, software packages, codes and other intellectual property relating to Auditee products and services. Results of any information security audits, tests, analysis, extracts or usages carried out by the Auditor in connection with the Auditee's products and/or services, IT infrastructure, etc. shall also be considered Confidential Information.

(b) The term "Auditee products" shall include all such products, goods, services, deliverables, which are subject to audit by the empanelled auditor under the Agreement.

**2 Protection of Confidential Information.** With respect to any Confidential Information disclosed to it or to which it has access, Auditor affirms that it shall:

(a) Use the Confidential Information as necessary only in connection with scope of audit and in accordance with the terms and conditions contained herein;

(b) Maintain the Confidential Information in strict confidence and take all reasonable steps to enforce the confidentiality obligations imposed hereunder, but in no event take less care with the Confidential Information than the parties take to protect the confidentiality of its own proprietary and confidential information and that of its other clients;

(c) Not to make or retain copy of any details of products and/or services, prototypes, business or marketing plans, Client lists, Proposals developed by or originating from Auditee or any of the prospective clients of Auditee.

(d) Not to make or retain copy of any details of results of any information security audits, tests, analysis, extracts or usages carried out by the Auditor in connection with the Auditee's products and/or services, IT infrastructure, etc. without the express written consent of Auditee.

(e) Not disclose or in any way assist or permit the disclosure of any Confidential Information to any other person or entity without the express written consent of the auditee; and

(f) Return to the auditee, or destroy, at auditee's discretion, any and all Confidential Information disclosed in a printed form or other permanent record, or in any other tangible form (including without limitation, all copies, notes, extracts, analyses, studies, summaries, records and reproductions thereof) immediately on (i) expiration or termination of this agreement, or (ii) the request of Auditee therefor.

(g) Not to send Auditee's audit information or data and/or any such Confidential Information at any time outside India for the purpose of storage, processing, analysis or handling without the express written consent of the Auditee.

(h) The auditor shall use only the best possible secure methodology to avoid confidentiality breach, while handling audit related data for the purpose of storage, processing, transit or analysis including sharing of information with auditee.

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(i) Not to engage or appoint any non-resident/foreigner to undertake any activity related to Information Security Audit. In case of information security audits for Government/ critical sector organization, only the man power declared, shall be deployed to carry out such audit related activities.

(j) Not to discuss with any member of public, media, press, any or any other person about the nature of arrangement entered between the Auditor and the Auditee or the nature of services to be provided by Auditor to the Auditee.

(k) Make sure that all the employees and/or consultants engaged to undertake any audit on its behalf have signed the mandatory non-disclosure agreement.

**3. Onus.** Auditor shall have the burden of proving that any disclosure or use inconsistent with the terms and conditions hereof falls within any of the foregoing exceptions.

### **4. Permitted disclosure of audit related information:**

The auditor may share audit information with ISO27001:2013 or similar Government entities mandated under the law as and when called upon to do so by such agencies with prior written information to the auditee.

**5. Exceptions:** The Confidentiality obligations as enumerated in Article 2of this Agreement shall not applying following cases:

(a) Which is independently developed by Auditor or lawfully received from another source free of restriction and without breach of this Agreement; or

(b) After it has become generally available to the public without breach of this Agreement by Auditor; or

(c) Which at the time of disclosure to Auditor was known to such party free of restriction and evidenced by documents in the possession of such party; or

(d) Which Auditee agrees in writing is free of such restrictions.

(e) Which is received from a third party not subject to the obligation of confidentiality with respect to such Information;

**6. Remedies.** Auditor acknowledges that any actual or threatened disclosure or use of the Confidential Information by Auditor would be a breach of this agreement and may cause immediate and irreparable harm to Auditee or to its clients; Auditor affirms that damages from such disclosure or use by it may be impossible to measure accurately; and injury sustained by Auditee / its clients may be impossible to calculate and compensate fully. Therefore, Auditor acknowledges that in the event of such a breach, Auditee shall be entitled to specific performance by Auditor of its obligations contained in this Agreement. In addition Auditor shall compensate the Auditee for the loss or damages caused to the auditee actual and liquidated damages which may be demanded by Auditee. Liquidated damages not to exceed the Contract value. Moreover, Auditee shall be entitled to recover all costs of litigation including reasonable attorneys' fees which it or they may incur in connection with defending its interests and enforcement of contractual



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rights arising due to a breach of this agreement by Auditor. All rights and remedies hereunder are cumulative and in addition to any other rights or remedies under any applicable law, at equity, or under this Agreement, subject only to any limitations stated herein.

**7. Need to Know.** Auditor shall restrict disclosure of such Confidential Information to its employees and/or consultants with a need to know (and advise such employees and/or consultants of the obligations assumed herein), shall use the Confidential Information only for the purposes set forth in the Agreement, and shall not disclose such Confidential Information to any affiliates, subsidiaries, associates and/or third party without prior written approval of the Auditee. No information relating to auditee shall be hosted or taken outside the country in any circumstances.

**8. Intellectual Property Rights Protection.** No license to a party, under any trademark, patent, copyright, design right, mask work protection right, or any other intellectual property right is either granted or implied by the conveying of Confidential Information to such party.

**9. No Conflict.** The parties represent and warrant that the performance of its obligations hereunder do not and shall not conflict with any other agreement or obligation of the respective parties to which they are a party or by which the respective parties are bound.

**10. Authority.** The parties represent and warrant that they have all necessary authority and power to enter into this Agreement and perform their obligations hereunder.

**11. Governing Law.** This Agreement shall be interpreted in accordance with and governed by the substantive and procedural laws of India and the parties hereby consent to the jurisdiction of Courts and/or Forums situated at Bengaluru.

**12. Entire Agreement.** This Agreement constitutes the entire understanding and agreement between the parties, and supersedes all previous or contemporaneous agreement or communications, both oral and written, representations and under standings among the parties with respect to the subject matter hereof.

**13. Amendments.** No amendment, modification and/or discharge of this Agreement shall be valid or binding on the parties unless made in writing and signed on behalf of each of the parties by their respective duly authorized officers or representatives.

**14. Binding Agreement.** This Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective successors and permitted assigns.

**15. Severability.** It is the intent of the parties that in case any one or more of the provisions contained in this Agreement shall be held to be invalid or unenforceable in any respect, such provision shall be modified to the extent necessary to render it, as modified, valid and enforceable under applicable laws, and such invalidity or unenforceability shall not affect the other provisions of this Agreement.

**16. Waiver.** Waiver by either party of a breach of any provision of this Agreement, shall not be deemed to be waiver of any preceding or succeeding breach of the same or any other provision hereof.

**BEML LIMITED**

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**17. Survival.** Both parties agree that all of their obligations undertaken herein with respect to Confidential Information received pursuant to this Agreement shall survive till perpetuity even after expiration or termination of this Agreement.

**18. Non-solicitation.** During the term of this Agreement and thereafter for a further period of two (2) years Auditor shall not solicit or attempt to solicit Auditee’s employees and/or consultants, for the purpose of hiring/contract or to proceed to conduct business similar to Auditee with any employee and/or consultant of the Auditee who has knowledge of the Confidential Information, without the prior written consent of Auditee.

19. This Agreement is governed by and shall be construed in accordance with the laws of India. In the event of dispute arises between the parties in connection with the validity, interpretation, implementation or alleged breach of any provision of this Agreement, the parties shall attempt to resolve the dispute in good faith by senior level negotiations. In case, any such difference or dispute is not amicably resolved within forty five (45) days of such referral for negotiations, it shall be resolved through arbitration process, wherein both the parties will appoint one arbitrator each and the third one will be appointed by the two arbitrators in accordance with the Arbitration and Conciliation Act, 1996. The venue of arbitration in India shall be (please choose the venue of dispute resolution as the city) or where the services are provided. The proceedings of arbitration shall be conducted in English language and the arbitration award shall be substantiated in writing and binding on the parties. The arbitration proceedings shall be completed within a period of one hundred and eighty (180) days from the date of reference of the dispute to arbitration.

**20. Term.** This Agreement shall come into force on the date of its signing by both the parties and shall be valid up to ..... year.

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

To BEML (**AUDITEE**)

To \_\_\_\_\_ (**AUDITOR**)

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 HEREOF, and intending to be legally bound, the parties have executed this Agreement to make it effective from the date and year first written above.

**BEML LIMITED**

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**Signed by BEML <Auditee>**

**Signed by <Auditor>**

**Witness 1**

Name & signature:

Address

**Witness 1**

Name & signature:

Address

**Witness 2**

Name & signature:

Address

**Witness 2**

Name & signature:

Address