**Tender No**: **6300034323 Date: 01.10.2020**

# TENDER DOCUMENTS

# 

**REQUEST FOR QUOTATION FOR**

# Supply, Installation and Commencement of Enterprise Patch Management System with Asset, Audit & Vulnerability Management to BEML Limited

**BID SUBMISSION DATE ON OR BEFORE 12.10.2020 BY 2 PM**

**BEML LIMITED,**

**Corporate Office,**

**BEML Soudha, 23/1, 4th Main, SR Nagar,**

**Bangalore – 560027**

# Introduction

BEML Limited is a leading public sector undertaking under the Ministry of Defence for manufacturing a wide range of Mining, Earthmoving, Railways and Defence Truck & Equipment.

BEML Ltd is intends to get quote for Supply, Installation and Commencement of Enterprise Patch Management System with Asset, Audit & Vulnerability Management to BEML Limited with the following scope of work. .

1. **SCOPE OF WORK & TECHNICAL SPECIFICATIONS:**

BEML envisages deploying an automated Centralized Enterprise Patch & Asset Management System with Audit Software for endpoints with one (01) year Warranty and two (02) years Support Solution that can be administered from a browser based console.

1. The required Hardware for the solution to be specified by the vendor (HW Resource on Hyper-V or VMware Platform).
2. The centralized console shall be accessible from all BEML locations (Bangalore, KGF, Mysore & Palakkad). The tool and process shall provide a unified, near real-time visibility and enforcement to deploy and manage patches to all distributed Endpoints regardless of their location, connection type or status.
3. The vendor is required to design & size the patch management solution to cover all the endpoints located across all the BEML locations & Servers located at Datacenter HQ.
4. Vendor proposed solution to be sized to meet the 3-year requirement and shall not have single point of failure.
5. The vendor is required to supply, install, configure and provide onsite comprehensive warranty & AMC services for the same over the tenure of the contract. In addition, the vendor shall provide one year post installation operational support in maintaining the solution.
6. The proposed solution should meet the technical requirements and Enterprise version only.
7. **Bidder has to quote premium level support (highest level support provided by OEM) from all applicable OEMs same has to be submitted as part of technical bid.**
8. Bidder / OEM have to provide e-mail, telephony and on-site support for troubleshooting at all units of BEML as and when needed.
9. Bidder / OEM need to submit escalation matrix for complaint logging and rectification.
10. The Bidder/OEM shall provide one week training of the deployed solution to the BEML personnel (not more than 10 personnel) in our premises.
11. All S/W Licenses to be in the name of M/s BEML Limited.
12. Bidder has to quote any one solution (either subscription or perpetual). Whichever cost is least to BEML.
13. Bidder has to develop project plan, get it approved from BEML and then implement the project based on timelines given in this RFQ.
14. Vendor should provide an interface to integrate to multiple monitoring and reporting tools (SIEM).
15. **Bidder should submit MAF (Manufacturer Authorization Form) for all the quoted items/software.**
16. The proposed softwares of both system should have been installed by bidder and working satisfactorily in any Government / BFSI sector / PSU / Corporate Sector with following specifications within 5 years as on the date of submission of bids

a) Asset & Patch Management System        minimum of 1000 licensed endpoints and

b) Audit & vulnerability System                    minimum of 512 IPs

The bidder should submit proof of implementation along with Purchase Order and a letter from the user organization mentioning successful implementation / migration with satisfactory performance.

1. Bidders should indicate **country of origin** of all quoted items and submit the same as part of technical bid. (The items from China/Pakistan are not preferable for security reasons)
2. Bidder has to indicate 100% defined life in the technical bid in terms of sale, support & end of life for each quoted items.
3. Bidder should take overall responsibility for delivery of services as per Scope / Statement of Work/s (SOW) and Service Level Agreement (SLA).
4. **Quality of Service**: The bidder shall guarantee 99% server/system uptime for uninterrupted service to meet the organization's requirements.
5. **Technical Specifications:**

The specified solution shall meet all the Technical Specifications (Required) as attached in **Annexure – A**. Bidder has to comply all the points.

**BEML reserves the right to cancel/ postpone the whole process based on its business priorities**

1. **SCOPE OF WORK FOR Resource Service (Resident Engineer):**
2. The resource posted must be on direct payroll of the Bidder.
3. The bidder will also provide suitable technical staff to supplement the efforts of the on-site support resources (L1) during emergencies / contingencies, which might impact the systems, systems and services, covered under this scope.
4. In case of absence of a L1 support engineer, it is the responsibility of the vendor to provide equivalent skilled resources onsite for the above-mentioned scope of work. Failure may attract penalties.
5. Bidder is required to submit the qualification, experience detail along with relevant technical certificates at the time of deployment to BEML.
6. BEML reserves the right to conduct interviews of the proposed team members for Patch Management System with Asset, Audit & Vulnerability Management operations.
7. In case of resource replacement, bidder shall ensure proper Knowledge Transfer (KT)/ handover is provided to new resource.
8. Bidder shall ensure the Police Background verification of deployed resources at his cost and must provide to BEML Limited a copy of the same before deployment.
9. Resource would be available onsite from Monday to Saturday from 9 am to 6 PM with lunch break of half an hour excluding Public Holidays/BEML Holidays. However, the bidder will provide the onsite resource on Public Holidays/BEML Holidays in case of emergency without any additional cost to the BEML. The bidder will substitute onsite resource in case of any leave/absence of original L1 engineer. No additional cost for that service will be paid.
10. The Roll out team / Implementation team shall be different from regular resource posted.
11. Routinely performing compliance checks with the patch management procedure;
12. Ensure Patches are Maintained Regularly
13. Examine the Vulnerability and identify the missing patches.
14. Deploy patches and validate patch installation.
15. Before updating critical systems and application, the criticality of the patch and the compatibility should be checked and the same must be reported to BEML Team. After taking concurrence of BEML corrective actions should be taken.
16. Providing guidance to all end users in issues of security and patch management;
17. Generate Status Report on the latest patch updates.
18. Patches shall have gone through a testing cycle. That should include creating backups for easy rollback if necessary.
19. Methodology to ascertain whether a patch is required to be applied or not based on the business impact
20. Documenting timelines of applying patches based on criticality and adhering to the timelines
21. Scan the enterprise network for any vulnerability.
22. Identifying vulnerable assets and method to isolate until the vulnerability is addressed
23. Reporting of existing patches applied on the assets & software applications.
24. Shall provide Real-time reporting information on which patches were deployed, when they were deployed, and who deployed them, as well as automatic confirmation that patches were applied for a complete closed-loop solution to the patching process.
25. The resource shall continuously monitor and report endpoint state, including patch levels, to a management server. The resource shall also compare endpoint compliance against defined policies, such as mandatory patch levels as well as newly released patches.
26. The resource shall be able to quickly create a report showing which endpoints need updates and then distribute those updates to the endpoints.
27. **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.com/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](mailto: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](mailto:admin.srm@beml.co.in) or you may contact BEML SRM Team on phone no. 080-22963269/141.

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

**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)

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

As a part of Pre-Qualification process, bidder needs to furnish the following by post/ courier or by hand before closing date and time of the tender:

1. **Online Payment of EMD amount can be made as mentioned below**:
2. Open the following link:<https://www.onlinesbi.com/sbicollect/icollecthome.htm?corpID=9359>
3. Read the terms & conditions, tick the acceptance box and click on Proceed.
4. In ‘Select State’ dropdown, select All India and click on the Go button.
5. In ‘Select Payment Category’, select EMD/ Tender Fee.
6. 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 75,000/-.

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

1. **Payment of EMD amount through DD / Banker’s Cheque**
2. EMD in the form of Account Payee Demand Draft (DD) / Banker’s Cheque for **Rs.** 75,000**/-** (Rupees Seventy Five Thousand only) drawn in favor of BEML Ltd, Bangalore payable at Bangalore.
3. Bidders exempted from Earnest Money Deposit (EMD) shall submit exemption certificate from competent authority.
4. An irrevocable Bank Guarantee from a Scheduled Commercial Bank authorized by RBI to issue a Bank Guarantee in favour of the Purchaser as per format in **Annexure-B** having a validity period of bid validity + 45 days from the date of opening of Tender

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 |  |

**Integrity Pact:** Duly signed Integrity Pact (I.P.) **in original** along with its enclosure. All pages of Integrity Pact including its enclosure **to be signed with company seal by the Bidder**. Two witnesses are also required to sign indicating their name and address at the designated place in the Integrity Pact.

Bidders who are interested to participate in this tender are required to enter into an **“Integrity Pact”.** The Integrity Pact envisages an agreement between the prospective vendor/ Bidder and the buyer committing the persons/officials of both the parties not to exercise any corrupt influence on any aspect of the contract.

Only those vendors/ Bidders who have entered into an Integrity Pact with BEML Limited would be eligible to participate in the Tender with BEML. The specimen of the Integrity Pact which is part of tender documents is enclosed at **Annexure-C** and same has to be duly filled and signed with seal by the Bidders on all pages along with witnesses signatures indicating their names and addresses.

The Central Vigilance Commission (CVC) has appointed E.K. Bharat Bhushan & Shri Akhilesh Kumar as Independent External Monitor (IEMs) to oversee the implementation of the Integrity Pact. Address of IEM is as below:-

Shri E.K. Bharat Bhushan, IRS (Retd.)

Flat No. 5151, Sobha City, ,

Puzhukkal,Thrissur

Kerala - 680553

Mobile no. 09400797777

Email : bbhushan55@gmail.com

Shri Akhilesh Kumar, CES (Retd.)

1042, B-1, Vasant Kunj (Near Fortis Hospital)

New Delhi – 110070

Mobile: 09811420440

Email :er.akhilesh@yahoo.co.in

The filled & signed Integrity Pact (**Annexure – C along with Enclosure to Annexure - C**) to be submitted along with EMD as **“PRE-QUALIFICATION BID” on or before closing date of the tender i.e. 12.10.2020 by 2PM to the following address**

The above said Demand Draft DD / Banker’s Cheques/ EMD Exemption Certificate / Bid Guarantee form and Integrity Pact (Annexure – C along with Enclosure to Annexure - C) shall be submitted in **Sealed envelope** duly superscribing the **Bid Invitation No.** **6300034323 dated 01.10.2020**, **Closing date 12.10.2020 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.

**Pre-Qualification Bid has to reach the address as mentioned below on or before the closing date & time of the tender.**

**The General Manager,**

**Corporate Materials.**

**BEML LTD,**

**BEML SOUDHA,**

**23/1, 4th 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.

The Bidders who have not submitted **”EMD (form of DD/ online / EMD Exemption Certificate / Bid Guarantee form) and Duly signed Integrity Pact” by the closing date & time of the tender will be rejected straightway. Also bid submitted with EMD in the form other than Demand Draft** / **Banker’s Cheques will be rejected straightway.**

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.2

BEML SOUDHA, 23/1, 4th 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**.

**Note**: Bidder shall ensure that their EMD (DD)/EMD Exemption Certificate/Bid Guarantee for and Integrity Pact 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:**

1. Quotation submitted online without submission of EMD/EMD Exemption Certificate in-time will not be considered.
2. EMD submitted in any other form will not be accepted and the offer is liable to be rejected.
3. EMD lesser than Rs.75,000/- will not be accepted and the quotation is liable to be rejected.
4. EMD of technical disqualified bidder’s will be returned.
5. 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.
6. EMD does not carry any interest on return.
7. EMD will be forfeited if any firm withdraws the tender submitted or refuses to execute the order for reasons whatsoever.
8. 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),BID Guarantee Form and Integrity Pact 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.
9. Tender will be opened on closing date at 15:00 hrs in presence of bidders who wish to be present.
10. No responsibility will be taken for postal or non-delivery/non receipt of EMD/firms claiming EMD exemption.

**Forfeiture of Earnest Money Deposit (EMD)**

1. EMD will be forfeited if any firm withdraws the tender submitted or refuses to execute the order for reasons whatsoever.
2. If there is any breach of terms and conditions of the contract on part of the successful bidder after award of contract.

**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.

**Ref. No. 1 to 6 are mandatory terms. If bidder is not complying for these clauses or not uploaded required documents, their bid will be rejected straight way.**

**However details for remaining non mandatory clauses (Sl no.7 to 14) also to be uploaded. In case any document / clarification required for these non-mandatory clauses, the same shall be asked from the bidders.**

**Table : Technical Bid**

| **Sl No.** | **Particulars** | **Details to be uploaded by Service Provider** |
| --- | --- | --- |
| **MANADATORY CLAUSE (SLNO. 1 TO 6)** | | |
| 1 | The bidder should be either OEM or OEM authorized representative in India. The Bidder must be in a position to provide support / maintenance / upgradation during the period specified. | The Bidder can upload a self declaration if they are OEM. In case OEM’s authorized representative is participating, the Authorization letter regarding dealership from OEM to be scanned and uploaded on SRM Platform. If the bidder is providing separate solutions then MAF has to be uploaded for each of the solutions. |
| 2 | Bidder has to upload the filled compliance report (**Technical Specifications**). In case all specifications are not matched in single software, BEML reserves the right to add or delete any of the specifications. | Please upload filled-in format as per **Annexure - A** on SRM Platform |
| 3 | Bidder must have executed similar type of orders with respect to Patch Management System / Asset/ Audit / Vulnerability Management or combination of them during the last 7 years ending last day of month previous to the one in which tenders are invited should be either of the following :  a. Three similar completed works each costing not less than **Rs. 32.00 Lakhs**  Or  b. Two similar completed works each costing not less than **Rs. 40.00 Lakhs**  Or  c. One similar completed works each costing not less than **Rs. 64.00 Lakhs** | Documentary proof i.e. **Purchase Order / Work Order** Copy along with **Completion certificate** from the customer **or** PO Copy/Work Order along with proof for completion of the work from the customer like invoice and payment details to the bank clearly mentioning the invoice details with reference to the PO shall be uploaded in the C- folder. |
| 4 | 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 **Annexure – D** to be scanned and uploaded on SRM Platform |
| 5 | The proposed softwares of both system should have been installed by bidder and working satisfactorily in any Government / BFSI sector / PSU / Corporate Sector with following specifications within 5 years as on the date of submission of bids  a) Asset & Patch Management System minimum of 1000 licensed endpoints and  b) Audit & vulnerability System minimum of 512 IPs | The bidder should submit proof of implementation along with Purchase Order and a letter from the user organization mentioning successful implementation / migration with satisfactory performance. |
| 6 | Bidder has to quote premium level support (highest level support provided by OEM) from all applicable OEMs. | Bidder has to be submit a letter from OEMs as a part of technical bid. |
| **NON MANDATORY CLAUSES ( SLNO 7 TO 14)** | | |
| 7 | Brief Details about the Firm | Please upload filled-in format as per **Annexure - E** in c- folder. |
| 8 | 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.11 Lakhs** | 2016-17 Rs.  2017-18 Rs.  2018-19 Rs.  Audited copies of Profit & Loss account balance sheet for previous three financial years duly certified by the auditors shall be uploaded in the c- folder. |
| 9 | The OEM’s /Partner should be a company registered in India under the Companies Act 1956 or registered co-operative society or a partnership firm registered under India Partnership Act 1932. | To be scanned and uploaded on SRM Platform |
| 10 | An undertaking is to be submitted stating that the OEM/bidder is not banned / black listed / debarred from Trade by any Central / State government department / Autonomous institutions /Nationalized Banks or PSUs in India. | Undertaking document as per the **Annexure – F** to be scanned and uploaded on SRM Platform. |
| 11 | Special Conditions arising out of implementation of GST Tax Indemnity clause | **Annexure – G** to be signed and uploaded in the collaboration folder. |
| 12 | The bidder/OEM must possess all valid certificates as mentioned below and should upload copies of the same:   * + - * 1. PAN Number         2. GST Registration details/ Certificate | Please upload scanned copies of   1. PAN Number 2. GST Registration details/ Certificate   On SRM platform |
| 13 | Bidders should indicate **country of origin** of all quoted items and submit the same as part of technical bid | Bidders should upload a Letter from OEM regarding **country of origin.** |
| 14 | Bidder has to upload compliance sheet as part of the technical bid. | Please upload **Annexure – H** |

**Note**:

(1) The Bidders must ensure that the documentary proofs to substantiate clauses above are given, without which their bid will not be considered.

(2) Relevant documents are to be meticulously uploaded by the bidder and the bid will not be considered if any of the documents is not uploaded.

(3) 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.

(4) Technical bid will be opened first subject to receipt of original DD for EMD **OR** EMD Exemption certificate and integrity pact as **Pre-qualification bid**. If bidder is not submitted any of these (DD or EMD exemption certificate or BG and integrity pact) as **Pre-qualification bid**, their technical bid will not be considered for further evaluation.

**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 “Price Conditions” tab in SRM.

Price bid of only technically accepted offers will be opened.

**Bidder should quote price & GST % in SRM platform.**

|  |  |  |  |  |
| --- | --- | --- | --- | --- |
| **Sl no** | **Description** | **Qty & Unit** | **Basic Price in Rs.** | **GST %** |
| 1 | Enterprise Patch & Asset Management System Software License cost for 2000 End points with one year warranty | 1 AU | Price to be mention in SRM under “Price condition” Tab. | |
| 2 | Audit & Vulnerability Management Software License cost for 512 IPs with one year warranty | 1 AU |
| 3 | Deployment / Implementation Cost | 1 AU |
| 4 | Annual Maintenance Cost for both softwares after support period (i.e. for 2nd year) | 1 AU |
| 5 | Annual Maintenance Cost for both softwares after support period (i.e. for 3rd year) | 1 AU |
| 6 | Resource Cost (Patch Admin)– L1  Bidder shall quote for per year cost | 1 No |

**Arriving L1:** L1 will be arrived on lowest quote received for above line items i.e. solutions for Patch Management System. i.e. sum of slno 1 to 6.

**Bidder has to quote price for all the line items in SRM. Partial quote will not be considered.**

1. **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 **05.10.2020**. 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 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/ 267

E-mail id : [dgmerp@beml.co.in](mailto:dgmerp@beml.co.in) / [ravib@cto.beml.co.in](mailto:ravib@cto.beml.co.in)

copy to [cm.pushpa@beml.co.in](mailto:cm.pushpa@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.

1. **Other Terms & Conditions of Tender**

# Period of validity: The tender shall remain valid for acceptance for a period of 90 days from the opening date of the bid

# 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.

# RFQ Interpretation: Interpretation of the wording of this document shall be the responsibility of BEML and BEML interpretation shall be final

BEML shall not be liable for any costs incurred by any bidder in preparation, submission of documents in response to RFQ and conducting /presenting demonstration of capabilities of such solution in response to this RFQ.

# Ownership & Licenses:

1. Ownership of software developed/ customized/ configured/ procured for the BEML under this Project would lie with the BEML. All licenses of software would be in the name of BEML i.e. BEML Limited (BEML) with registered address at ‘BEML Soudha’ No. 23/1, 4th Main, S R Nagar, Bangalore - 560027.
2. Licensing is the main part of any software based tools. Hence, proper licensing is the required for all software based tools.
3. The entire license should be valid for lifetime. However, the updation should be provided as per the warranty criteria. It is also to mention that all the licenses should exclusively be in the name of the user. In this regard **a certificate from the OEM mentioning the end user and its validity period should be provided by the bidder.**
4. All the licensing details also have been brought out at individual specification of the proposed tools.
5. All software / Hardware to be supplied shall be new, licensed to BEML Limited with latest version as on date of submitting of tender.

# Contract Period: Three (03) years from date of commissioning i.e. Go – Live.

# Performance Bank Guarantee

* 1. 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 authorised by RBI for an amount of 10% of the Annual Contract value (without taxes) as per format enclosed at **Annexure - I**.
  2. The Performance Bank Guarantee should be valid for a period of 42 (Forty Two) months

# Payment Terms:

1. **Supply & Installation payment**: 100% Payments will be made as per MSME act for MSE firm & for others on 60th day on successful completion of supply & installation as per Scope of work (for item slno 1,2 & 3 of price bid) and on receipt of Invoice from firm and duly certified by IT Department
2. **AMC charges:** AMC Payment will be made in arrears on completion of each quarter (every 3 months) of service duly certified by IT Department
3. **Resource cost:** payment to resource cost will be on monthly basis (after completion of each month) duly certified by IT Department

Bidders not agreeing with the above terms, their quotations will be suitably loaded with applicable cash credit interest while evaluation of price bids. No advance will be paid by BEML.

1. The firm shall pay all taxes, duties, levies, work contract tax etc. of the Government provisions of the Income tax Act or as per the advice of the Income Tax Authority. Deduction of Income tax/ Works Contract tax/ other taxes shall be made from payment as per the relevant provisions of the Income tax Act or as per the advice of the Income tax Authority/ other Competent Authority.

# Delivery/ Installation, Configuration & Commissioning of entire Solution: Within 8 weeks from the date of receipt of Purchase Order.

# Acceptance of supply & implementation:

1. The acceptance test to verify the committed performance indicators may be performed by the BEML, after completion of installation of the product at our location. Complete software as specified in the tender must have been supplied, installed and integrated with the existing systems of BEML properly by the bidder prior to acceptance of the same. The acceptance test may be conducted by BEML or person nominated by BEML at its option. The bidder will be responsible for setting up and running the acceptance test without any extra cost to BEML.
2. In the event of software failing to pass the acceptance test, a period not exceeding four weeks will be given to rectify the defects and clear the acceptance test, failing which BEML reserves the right to reject the software and cancel the order and recall all the payments made by BEML to the bidder under this contract.
3. Successful conduct and conclusion of the acceptance tests for the installed components shall also be the sole responsibility of the bidder. During acceptance test the bidder must demonstrate all the features of the respective software items.

# 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. GST at applicable rates shall be charged extra on the liquidated damages recovered.

# 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.

# Penalty Clause

1. Penalty Clause during the contract period including warranty: Successful bidder should make sure that the reported issues are resolved with-in 24 hrs from the time of reporting. In case of failure of such resolution, it will be considered as an Instance. If Successful bidder fails to resolve the reported issues with-in 24 hrs, BEML will take up alternative measures for resolving the issues at the risk and cost of Successful bidder.
2. During the contract, each such instance will attract a penalty of 10% of PBG value. More than three such occasions will lead to forfeiture of total PBG amount.
3. In case, if Successful bidder fails to resolve the reported issues with-in 24 hrs and BEML gets the issues resolved through alternative means, it should not have any implications on the already agreed support for the systems / peripherals provided.

# Information Security

1. 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.
2. The Bidder personnel shall follow BEML’s information security policy and instructions in this behalf.
3. 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 the Services required by this Contract. Bidder shall use such information only for the purpose of performing the Services.
4. 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.

# Non-Disclosure Agreement (NDA) / Confidentiality Agreement

After placement of order, successful bidder shall have to execute a Non-Disclosure Agreement (NDA) on Non-Judicial stamp paper of value Rs. 200 as per the given format **(Annexure – J)** before or at the time of execution of the Contract. The costs and expenditure should be borne by the bidder

# Service Level Agreement (SLA)

1. The successful bidder shall execute a Service Level Agreement (SLA), which would include all the services and terms and conditions of the services to be extended as detailed herein and any other conditions as may be prescribed by BEML Limited.
2. The Bidder shall provide a draft Service Level Agreement (SLA) for their support of the Centralized Enterprise Patch Management System with Asset, Audit & Vulnerability Management Software solution for BEML’s review and approval. The SLA shall not be considered finalized until the BEML Limited has approved the SLA.
3. The Bidder shall execute the SLA within one month from the date of intimation of empanelment. The contract shall be executed by the authorized signatory of the Bidder. A power of attorney to that effect shall be submitted by the successful bidders.
4. Service Level Agreement (SLA) shall become the part of contract between BEML and the Successful bidder. SLA shall define the terms of the successful Bidder’s responsibility in ensuring the timely delivery of the deliverables and the correctness of the same based on the agreed Performance Indicators as detailed in this RFP.
5. Bidder shall make sure that calls are attended and resolved as per agreed SLAs.

# 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.

# 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.

# Security:

The Bidder shall not disclose any information pertaining to BEML. The password/encryption keys/other secrets should be kept confidential. The Bidder should provide the list of personnel handling the password/encryption keys/other secrets if any. They should adhere to the security policies established by BEML

The Bidder shall not tap/view/modify/route it to third party/disclose any information that is being handled in the BEML Network perimeter under any circumstances.

# Documentation:

The service provider should provide complete documentation of the installation, design document, user manual, troubleshooting procedure, escalation matrix and contingency plan to BEML LTD separately for both the project. The SP should enter into an separate SLA agreement for both the project before the submission of Invoice for any payment.

1. There can be only 1 set of bids from each Bidder
2. **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
3. **General Terms & Conditions**
4. **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

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

1. **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

1. **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.

1. **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 & 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”.

1. **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.

1. **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.

1. **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 / Contact & 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.

1. **DURING ARBITRATION**

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

1. **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.

1. **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.

1. **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.

1. **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.

1. **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.

**Annexure - A**

**TECHNICAL SPECIFICATION**

| **SI. No.** | **Technical Specification (Required)** | **Complied (Yes)** | **Remarks** |
| --- | --- | --- | --- |
| 1 | The Information Technology Asset Management Solution shall be defined as scalable Web based solution with integrated Configuration Management Database (CMDB) which shall be responsible for management of all IT Assets of the BEML Limited |  |  |
| 2 | Solution must provide device network discovery and inventory of all hardware and software connected to our network including but not limited to :  • Servers  • Desktops/Laptops/Workstation  • Software & applications.  • Network Eqpts.  • Inventory of OS  • Inventory of users on a system |  |  |
| 3 | Management of the IT Assets shall include the following:  • Asset Discovery  • Asset Onboarding  • Asset Tagging  • Asset Inventory  • Life Cycle Management  • Reporting Services |  |  |
| 4 | Asset Discovery: Asset discovery should gather information such as:  • Information on the number and type of Hardware components Processors/Core/USB/Network Card etc.), Drivers/Firmware, Graphics and Audio, Hard Drives, Hosted Virtual Machines, Logical Volumes, Memory, Network Interfaces, Operating Systems Updates Applied, Out of Band Management, Peripherals, Ports and USB Controllers, Processors, Removable Media, Software installed, Storage Controller, System Information, OS Update Information.  • Make & Model of Hardware Components (Asset/Motherboard/chipset/RAM/ Hard disk etc.)  • Serial Nos of Hardware Components (Motherboard/RAM/Hard disk etc.)  • Versions /Manufacture Dates of the Components  • BIOS Details/OS & Service Pack/Build/Version Details  • IP/MAC Addresses  • Peripheral Devices connected to the Assets  • Software Discovery - Applications (including Virtualized/Software/Patches etc.)  • Discover new devices on the network  • Discover what devices have been removed from the network based on delta. |  |  |
| 5 | If Agent based approach is used for accurate inventory then agent must be self-updating. |  |  |
| 6 | Must perform automated Asset inventory |  |  |
| 7 | Asset Onboarding: The solution should be able to onboard any new or existing IT Assets as per the following:  Manual Onboarding: For IT Assets not connected to the network, Solution shall allow for manual onboarding of the Assets. Manual onboarding shall be done through either or through a combination of the below:  • Upload of Asset data files (excel/word/CSV) into the solution.  For IT Assets on boarded manually, which have been on boarded through any of the above methods, solution shall conduct a data integrity check as and when such assets are connected to the network. Any deviations should be triggered to the solution admin for rectification.  Automatic Onboarding: Once the discovery of the IT Assets has been completed, such assets should be on boarded to the solution with all the details |  |  |
| 8 | Asset Tagging  1. User Tagging: For proper management of the IT Assets, each asset must be tagged to a user/owner for which Asset Tagging capability should be available in the system. Tagging shall be implemented either through Active Directory interface or any other interface as required by the BEML. This tagging should be dynamic and should cater to situations such as movement of user/addition or deletion of components & peripherals in the IT Asset and reflect change.  2. Physical Tagging: For all IT Assets physical tagging of Assets is required, as per the Tagging Scheme advised by BEML. The Software should generate the tags. Tagging may be done using RFID or QR/Barcode |  |  |
| 9 | Asset Inventory:  • Solution should be capable of generating inventory details for all the IT Assets inside the Company’s environment.  • The inventory information should be stored along with date stamps & track changes like installation/un-installation, configuration changes, user/owner changes etc. along with functionality of XML tagging.  • IT inventory should include all the details of hardware such as Vendor, Serial Number, Chip set, CPU information, RAM, numbers of CPUs & Cores, Detail information on Network devices, internal & peripheral disk drives, BIOS details, IP/MAC addresses, End Point/Device name, End Point/Device model, Hard Disk, Storage Devices details, all application and Software including in house developed applications/programs, virtualized applications, OS versions and Service Pack Information, patch information, services running on the Device etc. |  |  |
| 10 | Asset Tracking: Solution should be capable to identify and track change in the location of assets, increase or decrease the number of assets, track assignment status and user information. |  |  |
| 11 | License Management  Company purchases licenses for multiple applications based on the number of users/servers/core/processors etc. Solution should have the capability to manage such licenses as following:  • Should support licensing management for all major licensing solution providers such as Oracle, Microsoft, RedHat, IBM etc.  • Should provide details such as Quantity of licenses purchased and deployed in HP-UX, Windows and Linux Operation System.  • Should maintain the Catalogue of software from all major OEMs/Principals and should alert the admins regarding updates released on periodic basis.  • Should have the capability to manage the entitlement of the licenses based on user (through AD/IP segment etc.)  • Should provide for real time monitoring and trigger alerts based on the criteria set by the admin and provide for license metering.  • Removal of un-licensed software identified in machines in which client software is installed. |  |  |
| 12 | Life Cycle Management:  The solution shall provide for life cycle management for both hardware and software assets. The solution shall track the life cycle through Purchase, In production, Renewals, End of Life and Disposal stages of the IT Assets. Solution shall provide alerts for each stage of any such IT Asset. |  |  |
| 13 | Reporting Services:  • Customs reports in tabular format  • Query Builders for Reports /Query based Reports.  • Flash Reports  • Functionality to export Reports to .csv, .xls, and .pdf format  • Reports Scheduler – Auto generation & Distribution  • Report Analysis  • Save & Store Customized Reports  • Customized Dashboard with standard information |  |  |
| 14 | The solution should maintain an up-to-date inventory of distributed hardware and software assets in BEML’s IT infrastructure. As the BEML has MPLS-WAN network with Manufacturing Locations acting as Local admins and BEML HQ Datacenter acting as centralised location as Super admin, the solution should be capable to offer local admin roles to BEML’s staff with all capabilities based on role assigned to them by Super Admin. |  |  |
| 15 | The Solution should identify software and hardware configurations from a central location for complete corporate IT Infrastructure spread over a network of Manufacturing Locations, ROs which are connected via MPLS WAN Network with bandwidths ranging from 2 Mbps to 20 Mbps. It should provide complete hardware and software information from all the end-user computing devices. The solution should trigger alerts in case of any Hardware or software changes to the central console. |  |  |
| 16 | The Solution should have capability for discovery of end-user computing devices based on range of IP addresses or IP subnets even for Manufacturing locations which are connected via MPLS WAN Network and VSATs with bandwidths ranging from 2Mbps to 20 Mbps. |  |  |
| **Patch Management** | | | |
| 17 | The solution should support the following Operating  Systems -   * 1. Windows ( All flavors including Windows XP) |  |  |
| 18 | Solution must have automated patch management & deploy patches for windows OS. |  |  |
| 19 | Solution should have automated patch deployment |  |  |
| 20 | Solution must support schedule periodic scans of computers to identify missing patches and download the patches from OEM’s website for windows. |  |  |
| **Vulnerability Management** | | | |
| 21 | The solution must be capable of agent testing for local vulnerability detection at no additional charge. |  |  |
| 22 | The solution must provide a significant amount of vulnerability checks beyond the Windows operating system. |  |  |
| 23 | The product must be capable of tracking DHCP changes by associating scan results with system hostnames. |  |  |
| 24 | The product must support the ability to preserve scan results of inactive hosts for a customizable period of time Vulnerability Identification |  |  |
| 25 | The product must detect and rank issues, risks, and vulnerabilities. It must also provide detailed information regarding the nature of the risk and recommendations to mitigate them. |  |  |
| 26 | The product must include detailed output of scan findings to include information such as DLL versions expected and found. |  |  |
| 27 | The product must report on **known weaknesses** in a given target identified by security advisory organizations (e.g., Common Vulnerabilities and Exposures database (CVE) or Open Source Vulnerability Database (OSVDB) or the Security Focus Bugtraq (BID) or any combination of them). |  |  |
| 28 | The product must support **PCI Compliance** vulnerability scanning. The product must include pre-defined PCI scan profiles that meet current PCI DSS criteria for network scanning. Functionality must exist to filter all other non-PCI relevant vulnerabilities. |  |  |
| 29 | The product must provide **patch auditing for Microsoft operating systems and applications** to include but not limited to Windows XP, Windows 7, Windows 2008, Windows 2012, Windows 2016, Internet Explorer, Microsoft Office, IIS, Exchange, and more. |  |  |
| 30 | The product must provide **patch auditing for all major Unix operating systems** to include Mac OS, Linux, Solaris, IBM AIX, HP-UX, and more. |  |  |
| 31 | The product must provide **patch auditing for network infrastructure** to include Cisco, Juniper and more.  List network infrastructure available for patch auditing. |  |  |
| 32 | The product must provide coverage for **3rd party applications** such as Java and Adobe. |  |  |
| 33 | The product must provide API integration options to integrate with **patch management systems** for patch auditing and delta reporting against scan findings such as Microsoft WSUS/SCCM, Redhat Satellite, IBM Tivoli Endpoint Manager. |  |  |
| 34 | The product must provide audit capabilities for SCADA devices and networks. |  |  |
| 35 | The product must provide reputation and threat intelligence feeds for malware and botnet discovery. |  |  |
| 36 | The product must include vulnerability scoring according to the industry accepted standard, i.e. the Common Vulnerability Scoring System (CVSS). |  |  |
| 37 | The product must provide customizable weighted scoring of vulnerabilities. |  |  |
| 38 | The product must provide exploitability information for Core, Metasploit, and Canvas. |  |  |
| 39 | The product must provide malware exploitability information. |  |  |
| 40 | The product must intelligently select tests based on information gained from initial scans to attempt further testing based on the previously obtained information about a given device or host. |  |  |
| 41 | The product must track dates for vulnerability discovery and observation that can be used in filtering and reporting in time based filters. |  |  |
| 42 | The product must be capable of scanning web servers for common web application vulnerabilities such as SQL injection, cross-site scripting (XSS), HTTP header injection, directory traversal, remote file inclusion and command execution. |  |  |
| 43 | The product must support vulnerability and compliance scanning of VMware servers using the native VMware API. |  |  |
| 44 | The product must allow for scheduled scanning of devices. |  |  |
| 45 | The product must allow selected tests to be enabled or disabled during scheduled scans. |  |  |
| 46 | The product must automatically start and stop scans to the schedule without user interaction |  |  |
| 47 | The product must allow the ability to interactively pause and resume scans |  |  |
| 48 | The product must not be dependent on operating system ability to schedule tasks |  |  |
| 49 | The product must be able to accept scan targets in multiple formats including hostnames, IP ranges and IP classes. For instance 10.0.1.1 – 10.0.1.100. Importing of a list of IPs contained within a file must also be supported. Describe the manner in which targets can be input to the product. |  |  |
| 50 | The product should support IPv6 scanning, with passive discovery of IPv6 targets. |  |  |
| 51 | The product should provide the ability to exclude the scanning of peripheral devices such as printers etc.,. |  |  |
| 52 | Tool should combine vulnerability characteristics, vulnerability data, threat data & leverage machine learning algorithm to provide vulnerability prioritization & remediation tracking. |  |  |
| 53 | Vulnerability Prioritization should improve remediation efficiency and effectiveness by focusing on that will likely be exploited. |  |  |
| 54 | Tool should provide vulnerability prioritization by providing insight into what bad actors are up to – automatically |  |  |
| 55 | Tool should prioritize vulnerability and remediation by forecasting which vulnerabilities are most likely to be exploited |  |  |
| 56 | Vulnerability prioritization and remediation should be calculated by Integrating and analysing asset, vulnerability, and threat data to provide clear insights |  |  |
| 57 | Vulnerability Priority Rating should be showcased in comparison with CVSS scoring & CVSS framework in the same dashboard |  |  |
| 58 | Vulnerability Priority Rating should also be implied on vulnerability risk reduction |  |  |
| 59 | Vulnerability Priority Rating should not be a static rating and should change based on Threat landscape |  |  |
| 60 | Vulnerability prioritization should focus on remediating the vulnerabilities with the highest likelihood of being leveraged in a cyber-attack. |  |  |
| 61 | Vulnerability prioritization should be based and on and not limited to the following   * Past threat patters * Past Threat resources * Vulnerability Metrics * Vulnerability Metadata * Past Hostility * Affected vendor * Exploit availability using threat intelligence data. |  |  |
| 62 | Tools Vulnerability Prioritization should use advanced threat intelligence to predict which vulnerabilities will be exploited in the near-term future, providing a better gauge of actual vs theoretical risk |  |  |
| 63 | The product must be capable of agentless compliance auditing without the need for a client-side agent installed on the target device. |  |  |
| 64 | The product must provide security and configuration auditing benchmarks for regulatory compliance standards and other industry and vendor best practice standards.  List the benchmarks supported. |  |  |
| 65 | The product must provide security and configuration auditing benchmarks for vendor best practices such as Microsoft, Cisco, and VMware.  List the best practice benchmarks supported. |  |  |
| 66 | The product must provide auditing of Microsoft operating systems for security and configurations settings.  List the operating system vendors and versions supported with available benchmarks. |  |  |
| 67 | The product must provide auditing of all major Unix operating systems for security and configurations settings.  List the operating system vendors and versions supported with available benchmarks. |  |  |
| 68 | The product must provide auditing of databases for security and configurations settings.  List the database vendors and versions supported with available benchmarks. |  |  |
| 69 | The product must provide auditing of applications for security and configuration settings.  List the application vendors and versions supported with available benchmarks. |  |  |
| 70 | The product must provide auditing of network infrastructure for security and configuration settings.  List the network infrastructure vendors and versions supported with available benchmarks. |  |  |
| 71 | The product must provide auditing of specific anti-virus packages for installation and boot status.  List the anti-virus packages and versions supported with available benchmarks. |  |  |
| 72 | The product must provide auditing of personally identifiable information (PII) and other sensitive content.  List the content auditing benchmarks available. |  |  |
| 73 | The product must allow audit policies to be customizable for organizational specific needs. |  |  |
| 74 | The product must provide full automation of scanning, reporting, and alerting. |  |  |
| 75 | The product must provide separate views for active, passive, compliance, and mobile vulnerabilities. |  |  |
| 76 | The product must aggregate the results of individual scans into cumulative vulnerability views with filtering and analysis to allow drilldown and pivot capabilities. |  |  |
| 77 | The product must have separate views of active and mitigated vulnerabilities with automatic migration of vulnerabilities from active to mitigate once a scan determines that the vulnerability is no longer present. |  |  |
| 78 | The product must have the ability to flag a vulnerability as having been previously mitigated, but which has appeared again as might happen when a system is restored from backup or an old copy of a virtual machine is brought back online. |  |  |
| 79 | The product must provide comprehensive filtering of aggregate vulnerability results with drilldown capabilities. |  |  |
| 80 | The product must provide remediation views that are automatically prioritized and streamlined for the IT audience. |  |  |
| 81 | The product must provide the ability for approved users to run remediation scans to verify vulnerabilities have been addressed correctly. |  |  |
| 82 | The product must provide the ability to automatically group targets together using scan results to generate dynamic asset lists. |  |  |
| 83 | The product must allow a user to accept risk (make an exception) with configurable expiration dates of a detected vulnerability, or to recast risk (change severity levels) to a level other than what the vendor defined for that vulnerability. |  |  |
| 84 | The product must provide alerting capabilities for vulnerabilities and events. |  |  |
| 85 | The product must support the definition of alerts based on vulnerability scan or configuration audit results. |  |  |
| 86 | Alert actions must include: customizable email with context specify variable, creation of a ticket, initiation of a scan, generation of a syslog event, and report generation. |  |  |
| 87 | The product must support the generation of customized reports either using vendor supplied templates or without templates. |  |  |
| 88 | The product must provide the ability to filter results in reporting by a variety of criteria to include asset lists, repositories, addresses, vulnerability types, raw text, and date fields. |  |  |
| 89 | The product must provide integrated reporting of scanning, sniffing, and logs. |  |  |
| 90 | The product must provide the ability to fully automate reporting to include scheduled report execution and delivery and post-scan report delivery. |  |  |
| 91 | The product must provide the ability to produce ad hoc reports while viewing results in the console. PDF and CSV exports shall be available. |  |  |
| 92 | The product must support the ability to produce reports in the following report formats: PDF, CSV, XML |  |  |
| 93 | The product must provide customizable trending of scan results in reports using filtered results to define multiple trend lines in a single graph. |  |  |
| 94 | The product must provide an automated reporting feed of templates for security and compliance themes. |  |  |
| 95 | The product must provide regulatory compliance reporting at no additional cost. |  |  |
| 96 | The reports must have the ability to include hostnames (NetBIOS, DNS) along with IP addresses. |  |  |
| 97 | The product must provide the ability to encrypt and password-protect reports. |  |  |
| 98 | The product must provide the ability to automatically email reports. |  |  |
| 99 | The product must include customizable graphical and list based dashboards elements for displaying vulnerabilities and status of the assessed environment. |  |  |
| 100 | The product must provide the ability to generate reports directly from dashboards that include the same visual elements and results. |  |  |
| 101 | The product must provide customizable trending of scan results in dashboards using filtered results to define multiple trend lines in a single graph. |  |  |
| 102 | The product must allow each user to define multiple user-specific dashboards. |  |  |
| 103 | Dashboard elements must be fully customizable by filtering to display data based on asset list, vulnerability or compliance checks, time, key word search, IP address, etc. |  |  |
| 104 | The product must provide the ability to import/export the dashboard and reporting templates. |  |  |
| 105 | The product must provide the ability to define various visual elements for customized dashboards to include pie charts, bar charts, and trending. |  |  |
| 106 | The product must provide the ability for users to share dashboards. |  |  |
| 107 | The product must accommodate customizable layout and formatting options for dashboards. |  |  |
| 108 | The product must provide a centralized server for collection and management of security information that resides locally within the organization's network. |  |  |
| 109 | The product must provide the capability to deploy a tiered architecture of multiple consoles. |  |  |
| 110 | The product must centralize and fully automate updating of vulnerability and threat intelligence feeds from the vendor on a daily schedule. |  |  |
| 111 | The product must provide an offline update process to update the server in air-gapped networks. |  |  |
| 112 | The product Should discover the full set of devices, applications and services active on your networks, including BYOD/mobile and other non-corporate owned assets – and the connections between them without performing live scan |  |  |
| 113 | The product Should discover and identify vulnerabilities in that cannot be actively scanned due to the risk of disruption or performance impact apart from using typical network scan |  |  |
| 114 | Vendor must provide 24 x 7 tech support |  |  |
| 115 | Bidder Partner/Vendor must commit to a quarterly review of its setup and performance |  |  |
| 116 | OEM’s partner must have a domestic Tech support center |  |  |
| 117 | Solution should have enough capacity on Day 1 with no need to spend more in near future |  |  |
| 118 | Solution must have been deployed in one or more Govt agencies in India |  |  |
| 119 | Solution provided must scale and perform well at higher volumes. |  |  |

|  |  |  |  |
| --- | --- | --- | --- |
| 120 | OEM must provide a minimum of 3 Indian customer references with successful deployments of minimum 5,000 IP’s |  |  |

Signature with date of Authorized signatory

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

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

Firm’s Seal:\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

**Annexure - B**

**BID GUARANTEE FORMAT**

Ref:

To,

BEML LIMITED

BEML Soudha

No: 23/7, 4th Main, S.R. Nagar

Bangalore - 560027

Dear Sirs,

.................................................................................................................................................

In accordance with your ‘Tender Enquiry’ under your Tender No: …………...................date------------------------- M/s........................................................................................ herein after called the Bidder, with the following Directors on their Board of Directors / partners of the Firm.

1. 2.

3. 4.

5. 6.

7. 8.

9. 10.

Wish to participate in the said tender for ...............................................................................

………………………………………………………………………………………………

……………………………………………………………………………………................

As an irrevocable Bank Guarantee against Bid Guarantee amount of Rs……………………………......................................................................................(In words and figures) valid for ….. ………….. days from………………………………………….. is required to be submitted by the Bidder as a condition for participation in the said bid, which amount is liable to be forfeited by the BEML Limited (herein after called PURCHASER) (1) the withdrawal or revision of toe offer by the Bidder as a condition within the validity period. (2) Non-acceptance of the ‘Letter of Intent / Purchase Order’ by the bidder when issued within the validity period. (3) Failure to furnish the valid contract performance guarantee by the bidder within one month from the receipt of the Purchase Order and (4) on the happening of any contingencies mentioned in the bid documents.

We, the …………………………………………..Bank at.................................................

having our Head office at ……………………………………………..............................(Local address) Guarantee and undertake to pay immediately on first demand by BEML LIMITED, the amount of Rs......................................................................................................................

(in figure and words) without any reservation, protest, demur and recourse. Any such demand made by the Purchaser shall be conclusive and binding on the Bank irrespective of any dispute or difference raised by the purchaser.

The guarantee shall be irrevocable and shall remain valid up to .............................................. (This date shall be 60 days after the date for which the bid is valid). If any further extension of this guarantee is required the same shall be extended to such required period (not exceeding one year) on receiving instruction from M/s.………………………….. ...................................................................................... on whose behalf this guarantee is issued.

In witness whereof the Bank, through its authorized officer has set its hand and stamp on this …………………day of……………………………..at .........................................................

Witness (Signature)

WITNESS (Signature) ….

Name in (Block letters)

Designation ……………………………

(Staff No.) ……………………….

(Bank's common Seal)

Official address

Attorney as per power of Attorney No

Date:

**Annexure – C**

**(***To be executed on plain paper and applicable for all tenders of value ≥ Rs1Crores)*

**INTEGRITY PACT**

**Between**

**BEML Limited (BEML) hereinafter referred to as “The Principal”**

**and**

………………………….**hereinafter referred to as “The Bidder/Contractor”**

**Preamble**

The Principal intends to award, under laid down organizational procedures, contract/s for …………………………………….The Principal values full compliance with all relevant laws of the land, rules, regulations, economic use of resources and of fairness / transparency in its relations with its Bidder(s) and / or Contractor(s).

In order to achieve these goals, the Principal will appoint an independent External Monitor (IEM), who will monitor the tender process and the execution of the contract for compliance with the principles mentioned above.

**Section 1 – Commitments of the Principal**

1. The Principal commits itself to take all measures necessary to prevent corruption and to observe the following principles:
2. No employee of the Principal, personally or through family members, will in connection with the tender for, or the execution of a contract, demand, take a promise for or accept, for self or third person, any material or immaterial benefit which the person is not legally entitled to.
3. The Principal will, during the tender process treat all Bidder(s) with equity and reason. The Principal will in particular, before and during the tender process, provide to all Bidder(s) the same information and will not provide to any Bidder(s) confidential/ additional information through which the Bidder(s) could obtain an advantage in relation to the tender process or the contract execution.
4. The Principal will exclude from the process all known prejudiced persons.
5. If the principal obtains information on the conduct of any of its employees which is a criminal offence under the IPC/PC Act, or it there be a substantive suspicion in this regard, the Principal will inform the Chief Vigilance Officer and in addition can initiate disciplinary actions.

**Section 2 – Commitment of the Bidder(s)/ contractor(s)**

1. The Bidder(s)/ Contractor(s) commit themselves to take all measures necessary to prevent corruption. He commits himself to observe the following principles during his participation in the tender process and during the contract execution.
2. The Bidder(s)/ Contractor(s) will not, directly or through any other person or firm, offer, promise or give to any of the Principal’s employees involved in the tender process or the execution of the contract or to any third person any material or other benefit which he/she is not legally entitled to, in order to obtain in exchange any advantage of any kind whatsoever during the tender process or during the execution of the contract.
3. The Bidder(s)/ Contractor(s) will not enter with other Bidders into any undisclosed agreement or understanding, whether formal or informal. This applies in particular to prices, specifications, certifications, subsidiary contracts, submission or non-submission of bids or any other actions to restrict competitiveness or to introduce cartelization in the bidding process.
4. The Bidder(s)/ Contractor(s) will not commit any offence under the relevant IPC/PC Act; further, the Bidder(s) / Contractor(s) will not use improperly, for purposes of competition or personal gain, or pass on to others, any information or documents provided by the Principal as part of the business relationship, regarding plans, technical proposals and business details, including information contained or transmitted electronically.
5. The Bidder(s)/ Contractor(s) of foreign origin shall disclose the name and address of the Agents/ Representatives in India, if any. Similarly, the Bidder(s)/ Contractor(s) of Indian Nationality shall furnish the name and address of the foreign Principals, if any. Further, as mentioned in the “Guidelines on Indian Agents of Foreign Suppliers” shall be disclosed by the Bidder(s)/Contractor(s). Further, as mentioned in the Guidelines all the payments made to the Indian agent/representative have to be in Indian Rupees only. Copy of the “Guidelines on Indian Agents of Foreign Suppliers” is placed at placed at **Enclosure.**
6. The Bidder(s) / Contractor(s) will, when presenting his bid, disclose any and all payments he has made, is committed to or intends to make to agents, brokers or any other intermediaries in connection with the award of the contract.
7. The Bidder(s)/Contactor(s) will not instigate third persons to commit offences outlined above or be an accessory to such offences.

**Section 3 – Disqualification from tender process and exclusion from future contracts**

If the Bidder(s)/Contractor(s), before award or during execution has committed a transgression through a violation of Section 2, above or any other form such as to put his reliability or creditability in question, the Principal is entitled to disqualify the Bidder(s)/Contractor(s) from the tender process or take action as per the procedure mentioned in the “Guidelines on Banning of business dealings”.

**Section 4 – Compensation for Damages**

1. If the Principal has disqualified the Bidder(s) from the tender process prior to the award according to Section 3, the Principal is entitled to demand and recover the damages equivalent to Earnest Money Deposit/ Bid Security.
2. If the Principal has terminated the contract according to Section 3, or if the Principal is entitled to terminate the contract according to Section 3, the Principal shall be entitled to demand and recover from the Contractor liquidated damages of the contract value or the amount equivalent to Performance Bank Guarantee.

**Section 5 – Previous Transgression**

1. The Bidders declares that no previous transgressions occurred in the last three years with any other Company in any country conforming to the anti corruption approach or with any other Public Sector Enterprises in India that could justify his exclusion from the tender process.
2. If the Bidder makes incorrect statement on this subject, he can be disqualified from the tender process or action can be taken as per the procedure mentioned in “Guidelines on Banning of business dealings”.

**Section 6 – Equal treatment of all Bidders /Contractors /Sub-contractors**

1. The Bidder(s)/ Contractor(s) undertaker(s) to demand from all subcontractors a commitment in conformity with this Integrity Pact, and to submit it to the Principal before contract signing.
2. The Principal will enter into agreement with identical conditions as this one with all Bidders, Contractors and subcontractors.
3. The Principal will disqualify from the tender process all bidders who do not sign this Pact or violate its provisions.

**Section 7 – Criminal charges against violating Bidder(s) / Contractor(s) / Subcontractor(s)**

If the Principal obtains knowledge of conduct of a Bidder, Contractor or Subcontractor, or of an employee or a representative or an associate of a Bidder, Contractor or Subcontractor which constitutes corruption, or of the Principal has substantive suspicion in this regard, the Principal will inform the same to the Chief Vigilance Officer

**Section 8 – Independent External Monitor / Monitors**

1. The Principal appoints competent and credible Independent External Monitor for this Pact. The task of the Monitor is to review independently and objectively, whether and to what extent the parties comply with the obligations under this agreement.
2. The Monitor is not subject to instructions by the representatives of the parties and performs his functions neutrally and independently. It will be obligatory for him to treat the information and documents of the Bidders/Contractors as confidential. He reports to the CMD, BEML.
3. The Bidder(s)/ Contractor(s) accepts that the Monitor has the right to access without restriction to all Project documentation of the Principal including that provided by the Contractor. The Contractor will also grant the Monitor, upon his request and demonstration of a valid interest, unrestricted and unconditional access to his project documentation. The same is applicable to Subcontractors. The Monitor is under contractual obligation to treat the information and documents of the Bidder(s)/ Contractor(s) / Subcontractor(s) with confidentiality.
4. The Principal will provide to the Monitor sufficient information about all meetings among the parties related to the Project provided such meetings could have an impact on the contractual relations between the Principal and the Contractor. The parties offer to the Monitor the option to participate in such meetings.
5. As soon as the Monitor notices, or believes to notice, a violation of this agreement, he will so inform the Management of the Principal and request the Management to discontinue or take corrective action, or to take other relevant action. The monitor can in this regard submit non-binding recommendations. Beyond this, the Monitor has no right to demand from the parties that they act in a specific manner, refrain from action or tolerate action.
6. The Monitor will submit a written report to the CMD, BEML, within 8 to 10 weeks from the date of reference or intimation to him by the Principal and, should the occasion arise submit proposals for correcting problematic situations.
7. If the Monitor has reported to the CMD, BEML, a substantiated suspicion of an offence under relevant IPC/PC Act, and the CMD, BEML has not, within the reasonable time taken visible action to proceed against such offence or reported it to the Chief Vigilance Officer, the Monitor may also transmit this information directly to the Central Vigilance Commissioner.
8. The word ‘**Monitor’** would include both singular and plural.

**Section 9 – Pact Duration**

This pact begins when both parties have legally signed it. It expires for the Contractor 12 months after the last payment under the contract, and for all other Bidders 6 months after the contract has been awarded.

If any claim is made/lodged during this time, the same shall be binding and continue to be valid despite the lapse of this pact as specified above, unless it is discharged/ determined by CMD of BEML.

**Section 10 – Other provisions**

1. This agreement is subject to Indian Law. Place of performance and jurisdiction is the Corporate Office of the Principal, i.e. Bangalore.
2. Changes and supplements as well as termination notices need to be made in writing. Side agreements have not been made.
3. If the Contractor is a partnership or a consortium, this agreement must be signed by all partners or consortium members.
4. Should one or several provisions of this agreement turn out to be invalid, the reminder of this agreement remains valid. In this case, the parties will strive to come to an agreement to their original intensions.
5. In the event of any contradiction between the Integrity Pact and its Annexure, the Clause in the integrity pact will prevail.

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

(For & On behalf of the Principal) (For & On behalf of Bidder/Contractor)

(Office Seal) (Office Seal)

Place-------------------- Place--------------------

Date -------------------- Date --------------------

***Witness 1: Witness 1:***

*(Name & Address)* ------------------------------- *(Name & Address)* -------------------------------

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

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

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

***Witness 1: Witness 1:***

*(Name & Address)* ------------------------------- *(Name & Address)* -------------------------------

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**Enclosure to Annexure –C**

**GUIDELINES FOR INDIAN AGENTS OF FOREIGN SUPPLIERS**

1.0 There shall be compulsory registration of agents for all Global (Open) Tender and Limited Tender. An agent who is not registered with BEML LTD shall apply for registration in the prescribed **Application-Form** available on [*www.bemlindia.in*](http://www.bemlindia.in)

1.1 Registered agents will file an authenticated Photostat copy duly attested by a Notary Public/Original certificate of the principal confirming the agency agreement and giving the status being enjoyed by the agent and the commission/remuneration/salary/ retainer ship being paid by the principal to the agent before the placement of order by BEML LTD.

1.2 Wherever the Indian representatives have communicated on behalf of their principals and the foreign parties have stated that they are not paying any commission to the Indian agents, and the Indian representative is working on the basis of salary or as retainer, a written declaration to this effect should be submitted by the party (i.e. Principal) before finalizing the order.

**2.0 DISCLOSURE OF PARTICULARS OF AGENTS/ REPRESENTATIVES IN INDIA, IF ANY:**

2.1 Bidders of Foreign nationality shall furnish the following details in their offer:

2.1.1 The name and address of the agents/representatives in India, if any and the extent of authorization and authority given to commit the Principals. In case the agent/representative be a foreign Company, it shall be confirmed whether it is real substantial Company and details of the same shall be furnished.

2.1.2 The amount of commission/remuneration included in the quoted price(s) for such agents/ representatives in India.

2.1.3 Confirmation of the bidder that the commission/ remuneration if any, payable to his agents/ representatives in India, may be paid by BEML LTD in Indian Rupees only.

2.2 Bidders of Indian Nationality shall furnish the following details in their offers:

2.2.1 The name and address of the foreign principals indicating their nationality as well as their status, i.e, whether manufacturer or agents of manufacturer holding the Letter of Authority of the Principal specifically authorizing the agent to make an offer in India in response to tender either directly or through the agents/representatives.

2.2.2 The amount of commission/remuneration included in the price (s) quoted by the Bidder for himself.

2.2.3 Confirmation of the foreign principals of the Bidder that the commission/remuneration, if any, reserved for the Bidder in the quoted price (s), may be paid by BEML LTD in India in equivalent Indian Rupees on satisfactory completion of the Project or supplies of Stores and Spares in case of operation items.

2.3 In either case, in the event of contract materializing, the terms of payment will provide for payment of the commission /remuneration, if any payable to the agents/representatives in India in Indian Rupees on expiry of 90 days after the discharge of the obligations under the contract.

2.4 Failure to furnish correct and detailed information as called for in paragraph-2.0 above will render the concerned tender liable to rejection or in the event of a contract materializing, the same liable to termination by BEML LTD. Besides this there would be a penalty of banning business dealings with BEML LTD or damage or payment of a named sum.

--------x-------

**Annexure - D**

**UNDERTAKING**

To:

The General Manager (Corporate Materials),

M/s. BEML LTD

Bangalore-27

Dear Sir,

Having examined the Bid Invitation No. **6300034323 dated 01.10.2020** 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.

Signature with date of Authorized signatory

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

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

**Annexure - E**

**DETAILS TO BE FILLED/ UPLOADED BY THE PARTICIPATING FIRM**

|  |  |  |
| --- | --- | --- |
| **Sl. No.** | **Description** | **Details to be filled/uploaded** |
| 1 | Name of the Firm& Postal address for correspondence (With name of the Contact Person) with telephone number, fax and email id |  |
| 2 | Bank Details like Bank account numbers & IFSC code with Banker’s Name, Address & Contact No.: | Bank account numbers :-  IFSC Code:  Banker’s Name :-  Branch Name:  Address :-  Contact Number :- |

I / we hereby certify that all the information given above is factual.

*Signature with date of Authorized signatory*

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

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

*Firm’s Seal:\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_*

**Annexure - F**

**UNDERTAKING**

This is to certify that \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ (Name of the Firm) has not been banned / black listed / debarred from Trade by any Central /State Govt. Dept. / Autonomous Institution / PSUs in India.

I / we hereby certify that all the information given above is factual.

Signature with date of Authorized signatory

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

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

Firm’s Seal:\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

**Annexure - G**

**Special Conditions arising out of implementation of GST**

**(Which is to be signed and submitted along with the offer)**

**GST Terms & Conditions**

1. The Supplier is required to comply with all the applicable provisions of the GST Laws/Rules/Notifications/Circulars and to furnish required documents/details within the prescribed time limit to enable BEML to claim the benefits of GST Input Tax Credit or any other benefit.
2. The Supplier is required to furnish proper Invoice/Supplementary Invoice/Debit Note/Credit Note in the form and manner prescribed under GST Laws/Rules/Notifications/Circulars containing all the particulars mentioned therein and within the prescribed time limit as per prevailing GST Laws/Rules/Notifications/Circulars. In case of non-compliance by the Supplier, BEML shall not make any payment towards GST against such invoice until it is complied with within the timeline prescribed under GST Laws/Rules/Notifications/Circulars, and also subject to BEML being in a position to avail GST Input Tax Credit as per applicable GST Laws/Rules/Notifications/Circulars.
3. In case of discrepancy in the data uploaded by the Supplier in the GSTN portal or in case of any shortages or rejection in the supply, BEML will notify the Supplier of the same. Supplier has to rectify the data discrepancy in the GSTN portal or issue Credit note (details to be uploaded in GSTN portal) for the shortages or rejections in the supplies, within the prescribed time limit to enable BEML to avail GST Input Tax Credit.
4. In case, the availment of GST Input Tax Credit by BEML is delayed for any reason other than those attributable to BEML, interest at applicable rate as prescribed under GST Laws/Rules/Notifications/Circulars for such delays shall be recovered from the Supplier.
5. In case Supplier delays declaring such invoice in his GST Return and GST Input Tax Credit availed by BEML is denied or reversed subsequently as per GST Laws/Rules/Notifications/Circulars, GST amount paid by BEML towards such reversal as per GST Laws/Rules/Notifications/Circulars shall be recoverable from Supplier along with applicable interest.
6. If BEML has not paid/short paid to the Supplier for any invoices within the time limit prescribed under GST Laws/Rules/Notifications/Circulars due to non-compliance of GST Laws/Rules/Notifications/Circulars by Supplier or any other reason attributable to Supplier and leads to any GST Input Tax Credit reversal by BEML, any losses/expenses/cost/penalty, etc incurred by BEML shall be recoverable from the Supplier.
7. Wherever applicable, BEML will have the right to deduct “Tax Deducted at Source” at the rate prescribed under the GST Laws/Rules/Notifications/Circulars and to remit the same to the Government.
8. In case of supplies made under Reverse Charge Mechanism, the Supplier needs to comply with the provisions under the GST Laws/Rules/Notifications/Circulars in terms of supply of Goods/Services and raising of invoice, so as to enable BEML to remit applicable GST to Govt., within the prescribed time limit and avail GST Input Tax Credit on the same. If the Supplier fails to comply with the above and as a result if BEML incurs any losses/expenses/cost/penalty, BEML shall be entitled to recover the same from the Supplier. Further the Supplier has to mention that “the liability of payment of GST amounting to Rs ……. is on the Recipient of Service” in the invoice raised on BEML.
9. The Supplier is required to comply with the E-Way Bill Provisions under GST Laws/Rules/Notifications/Circulars. If the Supplier fails to comply with the said provisions and as a result if BEML incurs any losses/expenses/cost/penalty, BEML shall be entitled to recover the same from the Supplier.
10. In case of materials/goods issued to Supplier for Job Work, the Job Work Supplier is required to return the goods within the time limit prescribed in the Purchase Order. If the Job Work Supplier fails to return the goods as above, BEML will be entitled to raise a GST Supply Invoice on the Job Worker Supplier with applicable interest as per the provisions of GST Laws/Rules/Notifications/Circulars. In such cases, BEML will be entitled to recover all such GST/interest on GST /losses/expenses/cost/penalty, etc. incurred by BEML along with interest from the Job Work Supplier. Further in such cases where the GST invoice has been raised by BEML, on return of such goods after the prescribed time limit, the Job Work Supplier needs to return the same under GST invoice.
11. GST portion of the invoice shall be released only upon the Supplier declaring such invoice in his GST Return and payment of GST thereof to appropriate government and satisfying all the conditions mentioned above. However, in case the Supplier wishes to obtain the payment of GST portion also along with the payment of the base value of the invoice, Supplier has the option to submit Bank Guarantee of an amount equivalent to the GST portion of the invoice plus 3 months’ interest at prevailing rate of interest under GST Laws/Rules/Notifications/Circulars as applicable in case of reversal of GST Input Tax Credit. Such Bank Guarantee shall be valid till 30th September of the next financial year or filing of GST Annual Return by Supplier/Vendor (for which such invoice pertains to), whichever is earlier. BEML will release Bank Guarantee only when the Supplier declaring such invoice in his GST Return and remittance of GST thereon to the Govt. In case the Supplier fails to fulfill the required conditions resulting in BEML not been able to avail GST Input Tax Credit Bank Guarantee shall be encashed and such GST amount along with interest and any other cost/loss incurred by BEML shall be recoverable from Supplier.
12. The Supplier have the option to give one Bank Guarantee of appropriate value after considering his estimated value of GST involved in invoices raised on BEML instead of Bank Guarantee for each Contract/Invoice. In case of payment through LC, suitable provisions/clause will be inserted while opening LC to ensure compliances of above conditions. However, if at any point of time value of such Bank Guarantee falls short of GST plus interest thereof, Supplier will have to either furnish Bank Guarantee for Differential value or such shortfall value of Bank Guarantee vis-à-vis GST plus interest thereof shall be withheld till Suppliers fulfils its obligations specified under above clauses.
13. BEML will be entitled to recover all losses/expenses/cost/penalty, etc. incurred by BEML along with applicable interest from the Supplier due to reasons other than those attributable to BEML.
14. If the Supplier is a Composition/Unregistered Dealer, the Supplier needs to comply with the provisions under the GST Laws/Rules/Notifications/Circulars in terms of supply of Goods/Service and raising of invoice. In case, the Supplier fails to comply with the above and as a result if BEML incurs any losses/expenses/cost/penalty, BEML shall be entitled to recover the same from the Supplier along with applicable interest.

Place:

Date:

for M/s…………………..

Signature

**Annexure - H**

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

| **Sl No.** | **Particulars** | **Details to be uploaded by Service Provider** | **Compliance**  **(Yes /No)** |
| --- | --- | --- | --- |
| **MANADATORY CLAUSE (SLNO. 1 TO 6)** | | | |
| 1 | The bidder should be either OEM or OEM authorized representative in India. The Bidder must be in a position to provide support / maintenance / upgradation during the period specified. | The Bidder can upload a self declaration if they are OEM. In case OEM’s authorized representative is participating, the Authorization letter regarding dealership from OEM to be scanned and uploaded on SRM Platform. If the bidder is providing separate solutions then MAF has to be uploaded for each of the solutions. |  |
| 2 | Bidder has to upload the filled compliance report (**Technical Specifications**). In case all specifications are not matched in single software, BEML reserves the right to add or delete any of the specifications. | Please upload filled-in format as per **Annexure - A** on SRM Platform |  |
| 3 | Bidder must have executed similar type of orders with respect to Patch Management System / Asset/ Audit / Vulnerability Management or combination of them during the last 7 years ending last day of month previous to the one in which tenders are invited should be either of the following  a. Three similar completed works each costing not less than **Rs. 32.00 Lakhs**  Or  b. Two similar completed works each costing not less than **Rs. 40.00 Lakhs**  Or  c. One similar completed works each costing not less than **Rs. 64.00 Lakhs** | Documentary proof i.e. **Purchase Order / Work Order** Copy along with **Completion certificate** from the customer **or** PO Copy/Work Order along with proof for completion of the work from the customer like invoice and payment details to the bank clearly mentioning the invoice details with reference to the PO shall be uploaded in the C- folder. |  |
| 4 | 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 **Annexure – D** to be scanned and uploaded on SRM Platform |  |
| 5 | The proposed softwares of both system should have been installed by bidder and working satisfactorily in any Government / BFSI sector / PSU / Corporate Sector with following specifications within 5 years as on the date of submission of bids  **a)** Asset & Patch Management System minimum of 1000 licensed endpoints and  **b)** Audit & vulnerability System minimum of 512 IPs | The bidder should submit proof of implementation along with Purchase Order and a letter from the user organization mentioning successful implementation / migration with satisfactory performance. |  |
| 6 | Bidder has to quote premium level support (highest level support provided by OEM) from all applicable OEMs. | Bidder has to be submit a letter from OEMs as a part of technical bid. |  |
| **NON MANDATORY CLAUSES( SLNO 7 TO 14)** | | | |
| 7 | Brief Details about the Firm | Please upload filled-in format as per **Annexure - E** in c- folder. |  |
| 8 | 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.11 Lakhs** | 2016-17 Rs.  2017-18 Rs.  2018-19 Rs.  Audited copies of Profit & Loss account balance sheet for previous three financial years duly certified by the auditors shall be uploaded in the c- folder. |  |
| 9 | The OEM’s /Partner should be a company registered in India under the Companies Act 1956 or registered co-operative society or a partnership firm registered under India Partnership Act 1932. | To be scanned and uploaded on SRM Platform |  |
| 10 | An undertaking is to be submitted stating that the OEM/bidder is not banned / black listed / debarred from Trade by any Central / State government department / Autonomous institutions /Nationalized Banks or PSUs in India. | Undertaking document as per the **Annexure – F** to be scanned and uploaded on SRM Platform. |  |
| 11 | Special Conditions arising out of implementation of GST Tax Indemnity clause | **Annexure – G** to be signed and uploaded in the collaboration folder. |  |
| 12 | The bidder/OEM must possess all valid certificates as mentioned below and should upload copies of the same:   * + - * 1. PAN Number         2. GST Registration details/ Certificate | Please upload scanned copies of   1. PAN Number 2. GST Registration details/ Certificate   On SRM platform |  |
| 13 | Bidders should indicate **country of origin** of all quoted items and submit the same as part of technical bid | Bidders should upload a Letter from OEM regarding **country of origin.** |  |
| 14 | Bidder has to upload compliance sheet as part of the technical bid. | Please upload **Annexure – H** |  |

**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 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 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 42 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 :

**Annexure - J**

CONFIDENTIALITY AGREEMENT

This CONFIDENTIALITY AGREEMENT (the “Agreement”) is made and entered into on this \_\_\_\_\_ day of April 2017 (the “Effective Date”), by and between **\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_** and incorporated under The Companies Act, 1956, having its registered office at **\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_** (hereinafter referred to as “**\_\_\_\_\_\_\_\_**”, which expression shall, unless it be repugnant or contrary to the context or meaning thereof, mean and include its, successors and permitted assigns) of the ONE PART AND **BEML LIMITED**, Central Public Sector Undertaking, under the administrative control of Ministry of Defence, Department of Defence Production, Government of India and a Company incorporated under the Companies Act, 1956, having its Corporate Office at **‘BEML SOUDHA’, 23/1, 4th MAIN, SAMPANGI RAMA NAGAR, BENGALURU 560027, KARNATAKA** (hereinafter referred to as “**BEML**” which expression shall, unless it be repugnant to the context or meaning thereof, mean and include its successors and permitted assigns), of the OTHER PART:

\_\_\_\_\_\_\_ and BEML shall hereinafter jointly be referred to as “Parties” and individually as “Party”.

WHEREAS:

\_\_\_\_\_\_\_\_\_\_\_ is engaged in the business of \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_.

BEML is multi-technology heavy engineering Industry engaged in the business of design, development and manufacture of a variety of Earthmoving, Railways, Defence Equipments, Diesel Engines, Hydraulic & Power line aggregates and also providing services in the areas of engineering, design & development and trading, etc.

BEML issued a Purchase Order No. **\_\_\_\_\_\_\_\_\_\_\_\_\_\_** to \_\_\_\_\_\_\_\_\_\_ for \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ (hereinafter referred to as “**the Purpose”.**

BEML may disclose, transmit and/or exchange certain “confidential information” as described herein to \_\_\_\_\_\_\_\_\_\_ for the purpose and \_\_\_\_\_\_\_\_\_ recognises that careful protection and non-disclosure of the Confidential Information is of vital importance and responsibility of \_\_\_\_\_\_\_\_\_\_.

NOW THIS AGREEMENT WITNESSETH:

**1. Interpretation:**

In this Agreement “**Confidential Information**” means all or any information or which is or has been disclosed to \_\_\_\_\_\_\_\_\_\_ (the “Recipient Party”) by BEML (the “Disclosing Party”), or come into the knowledge of \_\_\_\_\_\_\_\_\_\_ during the execution of the Purposeincluding but not limited to, financial, accounting ,past, current and future customer information, proprietary, technical, personnel, marketing, pricing, sales and/or commercial information as well as ideas, concepts, designs and inventions, embedded hardware design, data and information, computer source and object code and computer programming techniques; algorithms, software programs, program schedule, visual demonstrations, photographs, manuscripts, texts, video recordings, formulations, equipment or apparatus, oral discussions and all record bearing media containing or disclosing such information which shall interalia include letters, notes, briefs, technologies, notings, drawings, materials, and all other information pertains to the Disclosing Party which has come into the possession or knowledge of the Receiving Party. Confidential Information does not include information which:

1. is publicly available at the time of its disclosure; or
2. becomes publicly available following disclosure; or
3. is already known to or was in the possession of Recipient Party prior to disclosure under this Agreement; or
4. is disclosed to the Recipient Party by a third party, which party is not bound by any obligation of confidentiality; or
5. is or has been independently developed by the Recipient Party without using the Confidential Information;
6. is disclosed with the prior consent of the Disclosing Party.

**2. Confidentiality:**

* 1. The Recipient Party agrees to regard, preserve and keep as secret and confidential all confidential information of the Disclosing Party or its clients or any member of their group howsoever obtained. In maintaining confidentiality hereunder the Recipient Party agrees, accepts, warrants and covenants that it shall not, either on its own account or jointly with or for any other person, firm, company or any other entity, without obtaining the written consent of the disclosing party;

1. disclose, transmit, reproduce or make available any such Confidential Information to any person firm, company or any other entity other than its directors, partners, advisers, agents or employees, who need to know the same for the purpose of evaluating, preparing, considering, negotiating, advising in relation to or in furtherance of the purpose aforesaid; or
2. use the Confidential Information for any purpose other than evaluating, preparing, considering, negotiating, advising in relation to or in furtherance of the purpose mentioned aforesaid; or
3. disclose, announce or otherwise publicize the existence of its association with the Disclosing Party or the existence of the project with the Disclosing Party or any other arrangement (existing or possible) between the disclosing party, its clients or itself in connection with any project/assignment; or
4. use any such Confidential Information for its own benefit or the benefit of others or do anything prejudicial to the interests of the Disclosing Party or its clients or any member of their group or their projects.
   1. The Recipient Party also agrees, accepts and warrants that it shall:
5. use at least the same degree of care in safeguarding such Confidential Information as it uses for its own Confidential information of like importance and such degree of care shall be at least that which is reasonably calculated to prevent such inadvertent disclosure;
6. keep the Confidential Information and any copies thereof secure and in such a way so as to prevent unauthorised access by any third party;
7. limit access to such Confidential Information to those of its directors, partners, advisers, agents or employees who are directly involved in the consideration/evaluation of the Confidential Information and bind each of its directors, partners, advisers, agents or employees so involved to protect the Confidential Information in the manner prescribed in this Agreement; and
8. upon discovery of any disclosure or suspected disclosure of Confidential Information, to promptly inform the Disclosing Party of such disclosure in writing and immediately return to the Disclosing Party all such Information, in whatsoever form, including any and all copies thereof.

**3. Return or destruction:**

The Recipient Party shall, upon completion of the purpose mentioned aforesaid or at any time on receipt of a written demand from the disclosing party:

1. immediately return all written Confidential Information and all copies thereof provided to, or produced by, it or its advisers, as the case may be, which is in such party’s possession or under its custody and control;
2. to the extent practicable, but without prejudice to the obligations of confidentiality herein, immediately destroy all analyses, compilations, notes, studies, memoranda or other documents prepared by it or its advisers to the extent that the same contain, reflect or derive from Confidential Information relating to the other party;
3. so far as it is practicable to do so (but, in any event, without prejudice to the obligations of confidentiality contained in this Agreement), immediately expunge any Confidential Information relating to the Disclosing Party or its clients or any member of their group or their projects from any computer, word processor or other device in its possession or under its custody and control; and
4. to the extent practicable, but without prejudice to the obligations of confidentiality herein, immediately furnish a certificate signed by its director or other responsible officer confirming that to the best of his/her knowledge, information and belief, having made all proper enquiries the requirements of this paragraph have been fully complied with.
5. **Permitted disclosure:**

The provisions of paragraph 2 shall not restrict any disclosure required by law or by order of any court of competent jurisdiction, the rules and regulations of any recognised stock exchange or any enquiry or investigation by any governmental, official or regulatory body which is lawfully entitled to require any such disclosure and if so the Recipient Party shall disclose only to the extent of the Confidential Information required to be disclosed under the Order, rules or staute provided that, so far as it is lawful and practical to do so prior to such disclosure, the Recipient Party shall promptly notify the other party of such requirement with a view to providing the opportunity for the Provider to contest such disclosure or otherwise to agree the timing and content of such disclosure.

1. **No Representation:**

Neither the disclosure, transmission receipt or exchange of Confidential Information nor anything else in this Agreement will constitute an offer by or on behalf of the Disclosing Party or be construed as soliciting any business or organization changes or any assurance of any business commitment or an inducement to incur / undertake any obligations not specified herein and neither party will be under any obligation to accept any offer or proposal which may be made by the other or on behalf of such other party. Neither the Confidential Information nor anything else in this Agreement will commit or bind the other party to enter into a contract or otherwise or form the basis of any contract which will be constituted solely by any final agreement(s) negotiated and entered into between the parties to this Agreement.

1. **No Assignment:**

This Agreement shall not be assigned by either party, by operation of law or otherwise, without the prior written consent of the other party. This Agreement shall inure to the benefit of and will be binding upon the parties’ respective successors and permitted assigns.

1. **Severability:**

In the event that any of the provisions contained in this Agreement is found to be invalid, illegal or unenforceable in any respect by a Court of competent jurisdiction, the validity, legality, or enforceability of the remaining provisions contained in this agreement will not be in any way affected or impaired by such a finding.

1. **Delay or Waiver:**

No delay or failure of either Party in exercising any right hereunder and no partial or single exercise thereof shall be deemed of itself to constitute a waiver or an expectation of non-enforcement of such right or any other rights hereunder. No waiver of any provision of this Agreement shall be valid unless the same is in writing and signed by the party against whom such waiver is sought to be enforced. A waiver or consent given by either party on any one occasion is effective only in that instance and will not be construed as a bar to or waiver of any right on any other occasion.

1. **Notices:**

Notices as required by this Agreement shall be sent to the Parties at the addresses mentioned first herein above or such other addresses as the Parties may designate from time to time, and shall be sent by certified or registered mail with acknowledgement due on receipt.

1. **Dispute Resolution & Governing Law:**

Any dispute or disagreement arising between the Parties in connection with the interpretation of any Article or provision of this Agreement, or the compliance or noncompliance therewith, or the validity or enforceability thereof, or any other dispute related to this Agreement which is not settled to the mutual satisfaction of the Parties within thirty (30) days (or such longer period as may be mutually agreed upon) from the date that either Party informs the other, in writing, that such dispute or disagreement exists, shall be settled by arbitration. Such arbitration shall be held in Bengaluru and be conducted in the English Language and all issues and matters arising therein shall be construed in accordance with and be governed by the provisions of Arbitration and Conciliation Act, 1996 and Rules framed there under as may be amended from time to time. The arbitral tribunal shall be comprised of a sole arbitrator to be appointed by mutual consent of the parties failing which the Arbitrator shall be Appointed in accordance with the Arbitration and Conciliation Act,1996. The award of the arbitral Tribunal shall be final and conclusive and binding upon the Parties, The rights and obligations of the Parties under, or pursuant to, this Clause, including the arbitration agreement in this Clause, shall be under the exclusive jurisdiction of the Courts at Bengaluru and shall be in accordance with the Laws of India.

1. **Term**

This Agreement shall commence from the Effective Date of this Agreement and shall be valid for a period of **\_\_\_\_\_\_\_\_\_** years there from. Either Party may terminate this Agreement for breach, if the defaulting Party fails to rectify the breach within one month notice period issued by the non-defaulting Party. Notwithstanding the above, the obligations of the parties under this Agreement shall be in force for two years from the date of expiry or effective date of termination

1. **Entire Agreement:**

This Agreement, including all Annexures, Exhibits and Schedules (if any) attached hereto, shall constitute the entire agreement amongst the parties hereto. It shall supersede all prior or contemporaneous oral or written communications, proposals, conditions, representations and warranties and prevails over any conflicting or additional terms of any quote, order, acknowledgement or other communication between the parties relating to its subject matter during the term of this Agreement.

1. **Headings:**

The headings given herein above are for easy reference only and shall not attach or have any effect/ meaning whatsoever contrary to what is stated in the agreement.

1. **Counterparts:**

This Agreement has been signed in duplicate, each of which shall be deemed to be original.

IN WITNESS WHEREOF THE PARTIES HERETO HAVE CAUSED THIS AGREEMENT TO BE EXECUTED BY THEIR AUTHORIZED REPRESENTATIVES ON THIS \_\_\_\_\_\_\_ DAY OF \_\_\_\_\_ 2020.

Signed and delivered by Signed and delivered by

**For \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ For BEML LIMITED**

Signed by: Signed by:

Name: Name:

Title: Title:

Witnesses: Witnesses:

1. 1.
2. 2.