

FACT MATERIALS
DEPARTMENT

IT Security Audit - 2020.

Tender. No.MM/ VS/E21685
dtd.23.06.2020

THE FERTILISERS AND CHEMICALS TRAVANCORE LIMITED
CENTRALISED MATERIALS, PD ADMINISTRATIVE BUILDING
UDYOGAMANDAL- COCHIN – 683 501(KERALA)
Tel: (0484) – 256 8633, 8260, 2545196
e-mail:julian@factltd.com;vsree@factltd.com Website:<http://www.fact.co.in>

E-Tender for IT Security Audit

Enquiry No. MM/ VS/E21685 dtd. 23.06.2020

FACT invites Online Bids (Two Cover System) for performing a Security Audit of its IT resources and processes through <https://eprocure.gov.in>. Any change / Extensions to this tender will be informed only through our website / CPP e-procurement portal and will not be published in newspapers.

Due date/ time for submission of bids is **–08.07.2020/03.00 p.m.**

Sd/-
Asst. General Manager (Materials)-T&S

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APPRD. BY:

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NOTICE INVITING e-TENDER

1. FACT invites Online Bids (Two Cover System) **for performing a Security Audit of its IT resources and processes**, as per the terms and conditions and scope of work attached.

2.0 General Information

Enquiry No.	MM/ VS/E21685 dtd. 23.06.2020
Mode of Tendering	TWO COVER SYSTEM Part A: Pre-Qualification cum Techno-Commercial Bid Part B: Price Bid
Due date & time for Submission of bids	08.07.2020 / 03.00 PM.
Date & Time for opening of Part A of the Bid.	09.07.2020 / 03.00 PM.
Contract Period	The entire audit exercise is expected to be completed and final report is to be submitted within a period of 8 weeks from the date of commencement of audit as per LOI/Work Order.
Name of Work/ Description.	Security Audit of IT resources and processes in FACT
EMD	₹8750/-by NEFT/RTGS
Contacts	1) e-Tender Helpline: Mr. Ajino Anandh, Tel: +91 0484 256 8374, 9497334230, email:ajinoanandh@gmail.com 2) Mr. V.Sreekumar, Tel: +91 484 256 8633, e-mail: vsree@factltd.com 3) Mr. R Julian, Tel: +91 484 256 8260, e-mail: julian@factltd.com

- 3.0 **TENDER DOCUMENTS (e-TENDER)**: Please see Central Public Procurement Portal <https://eprocure.gov.in> for tender documents. Bid submission shall be in electronic form through <https://eprocure.gov.in> only. See Annexure I 'Instructions to Bidders (e-Tender)'.

4.0 GENERAL

- 4.1 When bids are received from any proprietorship / firm / company having the same proprietor or one or more Partners/Directors in the business organisation of any other party quoting against this tender (hereinafter called Common Firms), such bids shall be considered having been received from only one applicant in different names and the lowest acceptable quotation of

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such Common Firm shall only be considered for evaluation.

- 4.2 Bids from bidders against whom any criminal case, enquiry or investigation/report by authorities like Vigilance, CBI etc., are pending in relation with FACT or bidders who are defaulting contractors of FACT shall be disqualified and rejected.
- 4.3 FACT reserves the right to reject any or all bids without assigning any reasons whatsoever, and / or based on the past unsatisfactory performance by bidders at FACT / other PSEs / Govt. Departments. The opinion of FACT regarding the same shall be final and conclusive.
- 4.4 Any information on site familiarization / nature of work, if required by the bidders, can be had from the AGM (CS), FACT CSC HO ([Tel:0484-2567210](tel:0484-2567210))
- 5.0 EVALUATION:** Evaluation of Price Bids (BoQ) and determination of the lowest bidder (L1) shall be based on the lowest rates quoted among the Pre qualified bidders.

Yours faithfully,

For THE FERTILISERS AND CHEMICALS TRAVANCORE LTD

Asst. General Manager (Materials)-T&S

List of Enclosures of this NIT is as follows:

Sl. No.	Document	TITLE	No. of Pages
1	<i>Annexure I</i>	<i>Instructions to Bidders (e-Tender)</i>	7
2	<i>Annexure II</i>	<i>Pre- qualification criteria</i>	1
3	<i>Annexure III</i>	<i>Vendor data updation (Declaration) Form</i>	2
4	<i>Annexure IV</i>	<i>Scope of work & Special Terms and Conditions</i>	8
5	<i>Annexure IVA</i>	<i>SAP implementation in FACT</i>	1
6	<i>Annexure IV B</i>	<i>IT Infrastructure details</i>	1
7	<i>Annexure IV C</i>	<i>Declaration regarding clean track record</i>	1

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8	<i>Annexure IV D</i>	<i>Model non-disclosure agreement</i>	5
9	<i>Annexure IV E</i>	<i>FACT Network Layout</i>	1
10	<i>Annexure V</i>	<i>Standard terms and conditions of contract</i>	5
11	<i>Annexure VI</i>	<i>Compliance Statement</i>	1
12	<i>Annexure VII</i>	<i>Un-priced copy of Price Bid Format</i>	1
13	<i>Annexure VIII</i>	<i>Price Bid - BoQ</i>	<i>Separate Excel Sheet</i>
14	<i>Annexure- IX</i>	<i>Proforma for BG towards SecurityDeposit</i>	2
14	<i>Annexure- X</i>	<i>Proforma for Agreement</i>	1

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ANNEXURE – I

Instructions to Bidders (OPEN e-Procurement)

- 1.0 Bidders shall study carefully the complete tender documents viz. NIT with Prequalification criteria, Instructions to Bidders (ANNEXURE-I), Technical Procurement Specifications if any, Terms & Conditions and any other documents forming part of this tender attached herewith. All conditions set out there in shall be binding on the bidders unless conflicting with any conditions expressly stated by FACT while accepting any bid in the event of such acceptance. One signed and scanned copy of the above documents shall accompany their online bids signifying their acceptance of the same. Bidder shall also submit along with his bid Vendor data updation (Declaration) Form, Check list (If applicable) and Compliance Statement duly filled with all details required therein and also attach supporting documents as required.
- 2.0 Before submitting the bid, the bidder shall familiarise himself about the details of the work, operating conditions during different seasons of year, etc., collect all necessary data regarding the facilities available at various points indicated in Special Terms and Conditions, applicable timings, routes etc., and satisfy himself on all aspects relating to this work which he has to handle and execute for the full contract period and shall make due provisions in his rates for any contingency or difficulty involved in the work covered by this enquiry. Claiming lack of knowledge shall not be a reason for exoneration of the bidder of his contractual obligations, if the contract is awarded to him or for demand for increase in rate.
- 3.0 Offers against this NIT shall be submitted online on e-Tendering portal <https://eprocure.gov.in>, with valid digital signature certificate. Offers submitted on any other platform or in any other mode or including e-mails, physical submission of offers etc. SHALL NOT be accepted.
- 3.1 The bidders are requested to register themselves on the above website with their valid digital signature certificate, if not done already. It is mandatory for bidder to have valid digital signature certificate (Class II or Class III) issued by any of the Certifying Authority approved by Govt. of India for participating in the tender. The digital signature certificate shall be arranged by the bidder at his cost. Bidders may refer **Bidders Manual Kit** available on the above website for detailed information and instructions for registration, bid submission etc.
- 3.2 The documents, if any, which necessarily have to be submitted in originals if specified specifically in the enquiry documents, shall be submitted offline. However scanned copies of such documents shall be uploaded along with the offer submitted online.

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- 3.3 The cover (s) containing the documents in original etc. to be submitted offline as required in the enquiry documents shall be duly superscribed with enquiry No., due date of enquiry, bidder's name & address and contact details. The documents shall be submitted to the following on or before the due date :
The Asst.General Manager (T&S), Centralized Materials,
PD Administrative Building, FACT Ltd., Udyogamandal PO,
Kochi – 683 501, Kerala
- 4.0 **SUBMISSION OF BIDS:** The bid shall be uploaded with all relevant documents before due date and time in the above portal as given above.
- 5.0 Bid documents shall consist of Part-A and Part B as detailed below:
- 5.1 **Part A (Pre-qualification-cum-Techno Commercial Bid) shall contain:**
1. Documentary proof for remittance of EMD such as scanned copy of EMD Instrument (UTR No./Payment Receipt/Challan), as applicable or Claim for EMD exemption with documentary proof.
 2. Scanned copies of supporting documents for satisfying Pre-Qualification criteria.
 3. Digitally Signed copies of NIT, Instructions to Bidders (Annexure I) and terms conditions.
 4. Scanned copy of Signed & duly filled Vendor Data Updation Declaration Form'
 5. Signed and duly filled up Check List for Commercial Terms' (if applicable) and scanned copies of attached documents as detailed in Check list.
 6. Scanned copy of Signed & duly filled 'Compliance Statement'
 7. Scanned copy of Signed "Un-priced bid" indicating "QUOTED" in the applicable columns. Rates shall not be indicated in Un-priced Bid.
- 5.2 **Part-B: shall comprise of the filled Price bid. The filled price bid ie. BoQ attached to the tender shall be uploaded after filling all relevant details such as name and address of the bidder, rates etc. as applicable.**
- 5.3 The priced BOQ shall be uploaded strictly in the format attached, failing which the offer is liable to be rejected. Renaming or changing the format of the BoQ is not permitted and the System will not accept any such changed document.
- 5.4 Fill-in all the relevant fields of the BoQ either in value or as a percentage as specified in the BoQ. Blank field, if any, in the uploaded BoQ shall be considered as Nil (not Quoted). No claim or revisions shall be entertained in this regard.
- 5.5 Bidders shall quote prices in the BOQ only and nowhere else. No other documents shall be enclosed with Price Bid (BOQ).
- 5.6 Rates shall be quoted in the same unit of measure given in the BOQ and shall be considered accordingly.

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- 5.7 Bidders shall ensure that all the required documents as per enquiry are uploaded in the System before due date and time. The System does not allow submission of bids or any other document forming part of the bid after due date & time of bid submission. Non-submission of documents or incomplete documents may result in rejection of offers and no communication in this regard will be entertained. FACT reserves the right to reject any bid not submitted as per instructions at their discretion.
- 5.8 Timely submission of offers along with all the relevant documents online is the responsibility of the bidder concerned. The bids may be submitted well in advance to avoid last minute issues like non availability of internet, server not available, power failure etc. FACT shall not be held responsible for bidder's inability to submit documents in time, incomplete submission of offers or non submission of any documents forming part of the offers etc.
- 5.9 Bidders shall meet all expenses in connection with submission of his bid, attending the bid opening, meetings etc.

6.0 BID OPENING:

- 6.1 **Part-A** of the bids of all bidders who submit their Bids as per the instructions on or before the due date and time shall be opened online, on the specified bid opening date and time. Bids submitted not in conformity with the Enquiry instructions are liable to be rejected without further processing.
- 6.2 **Part-B** - Price bids of those bidders whose Part-A bid is acceptable, based on pre-qualification and techno-commercial evaluation, only shall be opened online on a subsequent date, on completion of evaluation.

7.0 EARNEST MONEY:

- 7.1 **Earnest Money Deposit (EMD)** – shall be furnished for the respective amount indicated in the NIT only through **NEFT/RTGS to FACT a/c No. 57017844467 with the State Bank of India, Udyogamandal Branch, IFSC Code SBIN0070158.** A scanned copy of the Payment Receipt /UTR No. shall also be furnished along with Part-A bid. **Bids without EMD or inadequate amount of EMD will be rejected.** No interest shall be paid on the EMD. EMD of the unsuccessful bidder will be refunded after awarding the contract. EMD furnished against one enquiry will not be adjusted against any other enquiry.
- 7.2 Bids without EMD shall be rejected except in the following cases. EMD will be exempted for Govt. Depts./firms/public sector units/ Startups recognized by Dept. of Industrial policy & Promotion, MSE units registered under MSMED Act/ firms registered under NSIC/Khadi Board etc. as per applicable govt. directions, on submission of valid documents in proof of the same.
- 7.3 If any bidder retracts from or without request of FACT revises his bid during

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its validity period or fails to submit Security Deposit and execute the required agreement when the contract is awarded or fails to commence the execution of the work on the stipulated date, the EMD furnished shall be liable to be forfeited without prejudice to FACT's other right to claim damages.

8.0 PURCHASE PREFERENCE:

This tender shall be based on MSME order dt. 23rd March 2012, and as amended from time to time, pertaining to Public Procurement Policy in respect of procurement of goods and services, produced and provided by micro and small enterprises, including special benefits to MSE firms owned by SC/ST and women entrepreneurs, on furnishing relevant documents as proof. Declaration of UAM numbers on CPPP is mandatory, failing which bidders will not be able to enjoy the benefits as per PP policy. Bidders will get the benefit of PP policy only if they are MSE bidders at the time of submission of their offers.

In divisible tenders, participating MSEs quoting price within price band of L1+15% shall also be allowed to supply a portion of requirement by bringing down their price to L1 price in a situation where L1 price is from someone other than an MSE. Such MSEs shall be allowed to supply atleast 25% (or as applicable) of the total tendered value. In case of more than one such MSE, the supply will be shared proportionately (to tendered quantity). Special provisions extended to certain categories of MSEs as per the order shall also be applicable.

In case of non divisible tenders, an MSE quoting in the price band of L1+15% may be awarded for full/complete work of tendered value, considering the spirit of policy for enhancing the Government procurement from MSEs subject to bringing down of price to L1 by the MSE concerned.

This tender is non divisible.

9.0 DEVIATIONS:

- 9.1 Deviations in the tender clauses shall not be accepted.
- 9.2 FACT reserves the right to reject the offers with deviations without further correspondence.
- 9.3 Bidder shall clearly indicate the time required for mobilisation /commencement of work from the date of receipt of Letter of Intent (LOI) / Work Order.

10.0 CONFORMITY:

Bids must conform in all respects with the applicable terms and conditions of this enquiry. Bidder must certify in the compliance Statement that his bid complies with all Enquiry documents and technical specifications.

11.0 Rates:

- 11.1 Bidder shall quote his lowest rate for the work strictly as per the BoQ (Price Bid

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format) . Bids not complying with the above are liable to be rejected.

The Un-priced bid shall be submitted along with Part-A bid duly signed by the Bidder, indicating "QUOTED" in the columns. Rates shall not be indicated in Un-priced Bid.

11.2 Bidder shall quote all-inclusive rate for the work, but **exclusive of GST**. GST if applicable, will be payable extra by FACT as per statutory notification.

11.3 The rates quoted in the tender are to hold good for a period of four months from the date of opening of the Pre-Qualification-cum-Techno-Commercial bid (Part-A). If contract is awarded, the work order rates shall be valid for the entire period of contract inclusive of extension / extensions. **No bidder can withdraw his tender or revoke or revise the rates within the aforesaid period of 120 days.** If the bidder withdraws/revises/revokes OR shows unwillingness to confirm with his offer, the Earnest Money Deposit (EMD) remitted by the bidder against the tender shall be forfeited by FACT, without prejudice to FACT's other rights to claim damages.

12.0 SECURITY DEPOSIT:

12.1 The successful bidder (Contractor) shall be required to furnish an interest free Security Deposit (SD) equivalent to **five percent (5%) of the total contract value** by DD/NEFT/RTGS or by Bank Guarantee issued by a Nationalised / Scheduled Bank as per the Proforma prescribed within 15 days of issue of the work order. The Bank Guarantee shall be valid till the expiry of the contract with a claim period of six months thereafter. FACT a/c No. 57017844467 with the State Bank of India, Udyogamandal Branch, IFSC Code SBIN0070158 shall be used in case of remittance of Security deposit by NEFT/RTGS and proof of remittance shall be submitted to FACT.

12.2 In case the bidder whose bid is accepted, fails to deposit the prescribed Security Deposit or fails to execute the agreement or fails to commence the execution of the work within the specified time, the contract issued to him is liable to be terminated and the Earnest Money already deposited by the contractor shall be forfeited without any further reference to the contractor and alternative arrangements made at the risk and cost of the Contractor.

13.0 PURCHASER'S RIGHT:

FACT reserves the right to reject any or all bids without assigning any reason whatsoever. No claims shall lie against FACT on this account and FACT's decision in this regard shall be final and binding on the bidders. FACT reserves the right to negotiate with the lowest bidder.

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14.0 CONTRACTOR TO EXECUTE AGREEMENT:

The contractor's responsibility under this contract will commence on the date specified in the Letter of Intent/Work Order. The successful Bidder shall be required to execute an Agreement with FACT, within 15 days of the receipt by him of the Work order issued by FACT for carrying out the work according to the terms and conditions of the contract given along with the Work Order. The Agreement shall be executed on Rs.500/- Stamp paper and shall be in the pro forma as specified by FACT. The provisions contained in tender papers and other documents exchanged between the Bidder and FACT shall form part of the contract. The Earnest Money Deposit is liable to be forfeited in case the contractor fails to execute the Agreement within the stipulated period as mentioned above.

15.0 The bidder shall furnish the following along with the offers.

1. The GST registration Number and details. In the case of Provisional ID, GST Registration Number shall be provided on receipt of the same.
2. Place of supply/Service
3. Address of the supplier/service provider's billing the item if it is different from 2 above
4. GST rates applicable for each item
5. HSN / SAC codes of each of the goods / services quoted

In case of unregistered contractor, a declaration to that effect with reason should be furnished.

FACT's GST No. in the state of Kerala is **32AAACT6204C1Z2**. FACT's GST numbers in other southern states is as follows:

Tamilnadu: 33AAACT6204C1Z0
Karnataka: 29AAACT6204C1ZP
Andhra Pradesh: 37AAACT6204C1ZS
Telangana: 36AAACT6204C1ZU
Puducherry: 34AAACT6204C1ZY

The supplier/contractor shall do the following:

- a) Submit GST compliant tax invoice to FACT along with supply.
 - b) Shall ensure uploading the above invoice as per statute &
 - c) File monthly returns in time enabling FACT to claim the input tax credit.
- GST charged by the supplier/contractor shall be released separately to the supplier/contractor only after filing of (i) the outward supply details & the monthly return on GSTN portal by the supplier/contractor and (ii) on matching the input tax credit to such invoice with the corresponding details of outward supply of the supplier/contractor.

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In case FACT incurs any liability (like interest, penalty etc.) due to denial/reversal of such input tax credit in respect of the invoice submitted by the supplier/contractor, for the reasons attributable to the supplier/contractor, the same shall be recovered from the supplier/contractor

Further in case FACT is deprived of the input tax credit due to any reason attributable to the supplier/contractor, the same shall not be paid or recovered if already paid to the supplier/contractor.

16.0 GENERAL:

- 16.1 FACT reserves the right to extend without giving any reason, the last date for submission and opening of bid, but such extension will be duly intimated to those who have submitted online. In case the date of bid opening happens to be a day of strike/hartal etc. due to any reasons or happens to be a holiday for FACT, declared due to unforeseen and emergency reasons or due to any tech problems, the bids will be opened at the same time on the next full working day.
- 16.2 FACT reserves the right to make changes in the tender documents, but such changes will be published in our portal as a corrigendum. Bidders are requested to counter check with portal before submitting their bids.
- 16.3 Mere submission of all the documents will not necessarily mean that the Bidder is suitable. Worthiness assessed by FACT will be final and binding on the Bidder.
- 16.4 FACT may relax condition of prior turnover and prior experience (if specified in the tender) with respect to Micro & Small Enterprises (MSEs) subject to meeting of quality and technical specifications.
- 16.5 Except in the cases of items/services related to public safety, health, critical security operations and equipment etc., FACT at its discretion may relax the conditions of prior turnover and prior experience (if specified in the tender) for Startups recognised by Dept. of Industrial policy and promotion (DIPP) subject to meeting quality and technical specifications, on furnishing copies of relevant certificates / documents in proof of such recognition by DIPP.
- 16.6 All clarification and correspondence related to this enquiry shall be made only in English to the Asst.General Manager(Materials)T&S, Centralised Materials, PD Administrative Building, FACT Ltd., Udyogamandal – 683 501, Tel : 0484-2568260/2568629/2546427, FAX No: 0484-2545196, Email:julian@factltd.com
- 16.7 All disputes and questions, claims, rights, matters or things, whatsoever, in any way, arising out of or relating to the calling of bids, evaluation of offers, award of contract, change in structure of bids or any other matter relating to finalization of contract are to be referred to the sole Arbitrator who shall be the General Manager [Materials] of FACT. The award shall be binding on both the parties. The bidders are advised to get informed of all details they require regarding the work before submitting their bids.

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16.8 Work order shall be issued by Asst. General Manager [Materials]-T&S.

17.0 TENDER UPDATES:

Bidders are requested to visit Central Public Procurement Portal (<https://eprocure.gov.in>) regularly for any updates/corrigendum on the tender, including extension of due date, if any. No other mode of communication shall be made in this regard.

18.0 FRAUD PREVENION POLICY:

Bidders shall comply with Fraud Prevention Policy of FACT 2012 (FPPF 2012). The said Policy is available in FACT's Website www.fact.co.in.

ASST. GENERAL MANAGER (MATERIALS)-TS

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ANNEXURE-II**PRE QUALIFICATION CRITERIA**

1. Bidder should be an Organization registered under Companies Act 1956/2013 and should have registered office in India. (Attach registration certificate).
2. The bidder must be an active Information Security Auditing Organization empaneled by Indian Computer Emergency Response Team (CERT-IN), Government of India as on date with validity till Dec 2020. (Attach Letter of empanelment issued by CERT-IN).
3. Bidder should be in the field of conducting Information security audit in India during the last 5 financial years as on 31.03.2020. (Certificate to be enclosed).
4. Bidder should have successfully executed at least five (three in case of Start-up/MSME) contracts of similar nature during the last 5 years (ended on 31/03/2020) and at least 2 (1 in case of Start-up/MSME) of these should be for Government, Public Sector, Nationalised banks, etc. The value of each such contracts should be ₹ 2 lakhs or above. (Work Order Copy and completion certificate from customer shall be submitted).
5. The bidder Company should have at-least 3 qualified Information Security / Cyber Security professionals (CISA / CISSP/ CISM / DISA / CEH / GSNA / ISO 27001 certified) in their payroll. (Documentary evidence shall be attached – i.e. appointment letter, latest pay slip, documents related to CISA, CISSP, etc.)
6. The Bidder should not be under debar/blacklisting by any Government or Semi Government Departments, PSUs, Government Financial Institutions, etc. (Declaration of clean track record as per format in Annexure-IV C to be submitted.)

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ANNEXURE-III**Vendor data updation (Declaration) Form**

[TENDER NO: MM/VS/ E 21685 dated 23.06.2020]

(PLEASE USE ADDITIONAL SHEETS, IF SPACE IS INSUFFICIENT)

FACT reserves the right to verify the information given as per the format and enclosures. It is the responsibility of the bidder to give full details asked for as per this format for evaluating his bid as per this Enquiry. Any misrepresentation of facts and withholding of information may result in disqualification.

1. GENERAL PARTICULARS

1	Name of the Bidder:	
2	Address:	
3	Telephone No: & Fax No:	
4	Email id	
5	Name /Designation of contact person Mobile Phone No.	
6	Constitution (Please tick):Date of Registration (Attach copy of Registration Certificate), if any.	Private Limited /Public Limited

2. FINANCIAL STATEMENT : ₹ In Lakhs

Sl. No.	Financial Year	Turnover	Net Profit
1	<u>2016-2017</u>		
2	<u>2017-2018</u>		
3	<u>2018-2019</u>		
Total			

3. Have you ever been blacklisted by any Government Departments, Public Sector, Quasi Government Undertaking: **YES / NO**
4. Time required for commencement of work: Days from date of our Letter of Intent(LOI):
5. Category:

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- i) Whether the entrepreneur comes under the following status (please tick) Micro / Small / Medium

In case of Micro/Small pl. enclose UAM certificate. All MSE bidders shall register / declare their UAM Number on CPP Portal failing which such bidders will not be able to enjoy benefits as per PP Policy for MSME order, 2012 and copy of this registration / declaration shall be attached with the offer;

- ii) In case bidder is an Entrepreneur whether he/she belongs to SC / ST category. SC / ST

6. Details of EMD:
NEFT / RTGS: UTR No. Date Payment Receipt / Challan (in original)
7. Permanent Account Number" (PAN) of bidder:
(Attach copy of PAN Card)
8. Bidder shall attach copies of the last three-year's Income Tax return filed by the Bidder.
9. Bank Details: In case the bidder becomes a successful Vendor, payment as per terms and conditions of Work Order will be credited to your bank through National Electronic Fund Transfer or RTGS. Please furnish a cancelled cheque leaf of the account and the following details along with your Banker's authorisation letter:


1	Income Tax PAN No.	
2	GST Regn. No.	
3	Name of the Bank with address	
4	Name of the Branch with address	
5	MICR Code	
6	IFSC Code	
7	Account Type	
8	Bank Account No.	
9	Account holder's Name	
10	Vendor email address	

10. Following documents shall be enclosed along with Part-A of Bid

- i) Proof of constitution of firm.
ii) Copy of "Permanent Account Number" (PAN) Card.
iii) Copy of GST registration.
iv) Copy of Income tax return filed by Bidder for the previous three assessment year.

Copy of audited Balance sheets, Profit & Loss Account for previous 3 years.

DECLARATION

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I/We hereby declare that the particulars furnished above are true to the best of my/our knowledge and belief. I/we hereby agree that FACT shall have the right to visit my/our office/works to satisfy themselves that the particulars furnished above are correct and I/we shall furnish any additional information/documents that may be required by FACT. I/we understand that suppression of any facts/furnishing false information shall render us liable for disqualification. I/We also declare that all statutory requirements and obligations required for employing labourers for the work as per this enquiry shall be met by me/us in case of award of work.

Date:

Name of the Bidder:

Place

Signature of the Bidder:

(Seal)

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ANNEXURE-IV**Scope of work and Special Terms and Conditions****1. Introduction.**

The Fertilisers and Chemicals Travancore Limited (FACT), is a Government of India enterprise with an annual turnover of around ₹2,500 Crores. The FACT is a multi-divisional organization having operations related to manufacture of Fertilisers & Chemicals, Engineering design & Consultancy, Fabrication and also a Marketing operation network spread over 5 southern states of India.

FACT would like to engage a third-party firm to perform a security audit of its IT resources and processes. The overall purpose of the IT Security Audit exercise is to conform to the IT security needs of quality standard ISO 27001 and compliance with Indian IT Act. The Information systems security audit includes the evaluation and gap analysis of the following with respect to CERT-IN guidelines:

- Current IT infrastructure of FACT
- Networks and devices in use
- SAP ERP System & Enterprise Portal
- Operating systems and databases at Server level and User level
- Application packages
- IT Policies including Operational Procedures

2. Brief overview of FACT's IT Infrastructure

FACT's Data Centre (DC) is located at Computer Services Centre, FACT-HO, Udyogamandal, Cochin. All locations/divisions within Udyogamandal area is connected to the DC mainly through OFC backbone. Network connections between the data centre and all other divisions/installations of FACT located at other parts of Cochin like Ambalamedu, Palluruthy, Willingdon Island, etc. are through leased lines. All nodes in Marketing divisions in Kerala, Tamilnadu, Karnataka, Andhra Pradesh and Telangana connect to the DC using Citrix remote desktop service using the Citrix server hosted at the datacenter. Brief description of the IT infrastructure is given below and a detailed list is attached as Annexure – IV B

S.No	Item	Description
1	Organization locations	1. FACT Head Office, Udogamandal, Cochin 2. FACT Cochin Division, Ambalamedu, Cochin 3. FACT Engineering Works, Palluruthy, Cochin

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		<ul style="list-style-type: none"> 4. FACT Udyogmandal Complex Udyogamandal, Cochin 5. FACT Engineering and Design organisation(FEDO), Udyogamandal, Cochin 6. FACT Corporate Office, Udyogamandal, Cochin 7. Installations at Willingdon Island, Cochin 8. Marketing Offices in Kerala, Tamil Nadu, Karnataka, Andhra and Telangana
2	Connectivity between Locations	Leased Lines, OFC connection and Citrix based VPN
3	No. of end user nodes	Approx. 800 nodes (Desktops and Laptops)
4	No. of Physical Servers	10 Nos.
5	Operating systems	SUSE Linux/Windows
6	Routers	10 Nos.
7	OFC Switches	16 Nos.
8	Firewall devices	1 No.
9	SAN/NAS Storage	1 No.
10	Public IPs in use	3 Nos.
11	ERP Application	SAP ECC 6.0 EHP8 and SAP Enterprise Portal running on SUSE Linux/Oracle 12c database.

FACT has its Disaster Recovery Site managed by M/s Sify located at Bangalore with dedicated servers running SAP ECC and EP Systems. Both Data Centre and DR Site are in real time sync with a time gap of 15 minutes.

3. Scope of Work

The Scope of work consists of conducting Information System and Security Audit including Cyber Security Audit of different Information systems / applications/ Databases / Operating Systems / Security devices & appliances / Network Equipment and Information Technology (IT) Process presently in use at FACT. The auditing process should evaluate the safety, security and confidentiality of the servers and data and should also assess of security of the information systems and networks against external and internal threats. Audit has to be carried out as per the guidelines issued by Govt. of India and CERT-In. The scope of work would broadly cover the following areas:

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- IT Security Audits
- ERP Security Audit
- Compliance Audits
- Identification of vulnerabilities, security flaws, gaps and loopholes
- Carry out ethical Internal and External Penetration Test for FACT IT setup and network

This audit exercise needs to be done based from Computer Services Centre, FACT Head Office and information systems at all divisions/locations should be assessed. On completion of the audit, a draft report of Cyber Security Gaps along with the recommendations should be submitted and based on the same remedial action would be taken by FACT. After this the vendor should conduct the Security Audit again and submit the final report. The entire audit exercise is expected to be completed and final report is to be submitted within a period of 8 weeks from the date of commencement of audit.

The Bidder will be required to provide the below mentioned details at the starting of the Cyber Security Audit exercise:

- Methodology by which the Cyber Security Audit activity will be done. This will also include the time frame of each activity so as to organize the audit activity with better control and monitoring.
- Standards of Security and Quality that are to be followed during the Cyber Security Audit activity.
- Tools and Software that may be used for the cyber security audit activity. All tools and software used by the bidder should be genuine and licensed.
- Detailed audit Plan.
- Dates and Locations of Proposed audit exercise.

Activities to be carried out during security audit would be under the following broad categories. This is a non-exhaustive list and all activities as per the guidelines issued by Govt. of India and CERT-In for the security audit of an organisation should be carried out.

4.0

4.1 Server vulnerability assessment

The server details are given in Annexure II. Server Vulnerability assessment audit includes

- All Port Scan
- Patch and service pack level check
- Back door checks
- Unwanted services check

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- Default configuration including antivirus configuration to be reviewed for all servers.
- Misconfiguration
- Telnet/SSH
- Trust Relationship
- Shared folder permission

4.2 Network vulnerability audit

Please see FACT network layout attached as Annexure - III.

Network vulnerability audit will include:

- Check for configuration access
- Verify access control lists
- Check for unnecessary services
- Check for unnecessary protocols
- Audit logs
- Log functions Viz. file location, integrity and confidentiality of logs, log analysis and log rotation
- Intrusion Prevention System(IPS) signature
- Internetworking Operating System (IOS)

Firewall audit will include:

- Check for default configuration of the Firewall
- Response to various protocols like TCP, UDP, ICMP, etc.
- List of open ports available for external users
- Verify Rule sets for Admin access, Lockdown rule, Internal user, External user, Web server access, Pop access to mail server, Access to ICQ connections
- Audit of DMZ configuration
- Log functions viz. file location, Integrity and confidentiality of logs, Log analysis, and Log rotation
- Change control – modification of rule base, up gradation of Checkpoint, etc.
- Audit of Authentication mechanism (if used)
- Audit of Encryption method (if used)
- Third party software used with Firewall for additional services
- Firewall failure mode – fail open or fail secure
- Ease of recovery and backup of Firewall
- List of IP's(External) allowed for access
- VPN access review, in terms of access given also.

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4.3 End user device audit

End user device audit should cover the following:

- Admin/user password control
- License control
- OS patches and updates
- Antivirus updates
- Shared folders access control
- Use of external devices
- Presence of malware, non-secure software, etc

4.4 ERP Technical Audit

Please see the SAP landscape attached as Annexure – IV A.

Activities to be carried out for SAP ERP technical audit include the following:

- Various Security aspects of Database w.r.t. to respective SAP Components and Best Practice in SAP environment
- Review accessibility of various SAP Systems by end users, from within FACT Network and outside FACT Network.
- SAP and Database User management
- ERP database configuration and access control
- Legacy oracle Apps risk and access review
- RPC internals calls
- Review of OS level commands at SAP level
- Review of RFC and queues
- Review of SAP instances i.e. SAP dialog, central, ICM, gateways parameters.
- Review of table logging of critical tables
- Reviews of various logs in the systems
- Roles and Authorizations
- Review of User Creation, Modification, Deletion and Deactivation Process
- Review of Super user and Administration user IDs.
- Password policy at SAP and Database Level
- Review of groups in SAP user profiles
- Audit trail at SAP and Database Level.
- Review of access control over development, test and production instance
- Identification and review of Critical Transactions and Authorization objects
- Security Parameters at SAP, Database, operating System and Hardware level
- Parameter maintenance process and controls implemented
- Business continuity management and disaster recovery arrangements
- Data replication between primary and DR Site

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- DR Switchover procedures
- Review of backup and recovery process
- Change Management process review - moving changes to Production from development environment.
- Review of incident management process
- Review of patch management process
- Review of SAP GUI Client
- Penetration testing of various production Instances within FACT Network.
- Helpdesk and technical support management

4.5 External Penetration Testing

The activities include:

- Network Surveying
- Port Scanning (List of all unwanted open ports which have to be closed)
- Services Identification
- System Identification
- Vulnerability Research and Verification
- Internet Application Testing
- Router Testing
- Trusted Systems Testing
- Containment Measures Testing
- Password Cracking
- Denial of Service Testing.

4.6 Reporting

- Final Report of Cyber Security Audit across all locations in FACT is to be submitted after the completion of the Audit activity
- FACT requires that the Security Audit of its Information systems will result in a comprehensive report covering all aspects viz. identification of flaws, suggestion for solutions, future preventive measures, etc.
- The formal security audit report must contain the following:
 - a) Identification of Auditee (Address & contact information)
 - b) Dates and Location(s) of audit
 - c) Audit plan
 - d) Summary of audit findings including identification tests, tools used and results of tests performed
 - e) Analysis of vulnerabilities and issues of concern
 - f) Recommendation for risk mitigation as per standard & best practices

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- Interim progress reports to be submitted on the Cyber Security Audit activity to keep FACT informed about the status and completion of the same every two days.
- Presentations on the Cyber Security Audit Report, its findings, conclusions and recommendations, as per CERT-In guidelines, need to be made to the management of FACT, if required.
- Recommendations should also be given as a roadmap for meeting Quality Standards of ISO 27001.

5.0 TERMS & CONDITIONS

1. The rate quoted shall include all costs associated with information system security auditing exercise at FACT as per scope of work in totality.
2. Rate quoted shall remain firm for the period of the contract. FACT shall not consider any request for change of rate due to any reason whatsoever, during the currency period of the contract.
3. Vendor shall nominate a member of his staff as Project Leader to liaison with FACT on all matters relating to the contract work order. (Name and designation of staff member proposed to be deputed as Project Leader are to be specified by the Bidder)
4. Details of the Authorized Contact person for the Cyber Security Audit Exercise need to be provided by the Vendor, to be the single point of contact for FACT.
5. Vendor shall deploy only qualified and experienced resources with a minimum of 3 years' experience in IT Security audit. Detailed resume of the consultants to be deployed is to be submitted.
6. In case a resource person deputed by the Vendor for the above work is found not suitable by FACT, then Vendor shall deploy a suitable substitute within 2 days time.
7. The vendor shall undertake to ensure that any software used for IT Audit in FACT will not be retained in any machine inside the premises of FACT.
8. The vendor shall ensure that all materials and information which may come into its possession or knowledge in connection with this work, whether consisting of confidential and proprietary data or not, whose disclosure to or use by third parties may be damaging or cause loss to the FACT, will at all times be held by it in the strictest confidence. The vendor shall ensure that appropriate action shall be taken with respect to its employees to ensure that the obligations of non-use and non-disclosure of confidential information are fully satisfied.

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9. The vendor shall have to submit a signed NDA (Non-Disclosure Agreement) without any deviations on Company's Letterhead by authorized Signatory from vendor side as per prescribed format (Annexure-IV D).
10. FACT will not pay for any other expenses incurred by deputed personnel other than the rate quoted by successful Bidder.
11. Before submitting the Bid, the Bidder may inspect and satisfy itself about the form and nature of FACT's data centre and IT infrastructure in general, and obtain all necessary information which may influence his pricing. No extra charges consequent on any misunderstanding or otherwise shall be allowed.
12. Comprehensive insurance cover for all on-site consultants deployed during currency of contract shall be taken by Bidder at his own cost.
13. During the period of contract, the vendor shall observe the safety/ security regulations of the company and any loss or damage incurred by FACT on account of vendor's failure or that of his employees to observe the safety/ security regulations, shall be on vendor's account.
14. Vendor shall strictly comply with all provisions of Labour law and statutory requirements in force and applicable from time to time.
15. Under no circumstances shall FACT be liable for special, direct, indirect or any other damages to persons deputed by vendor in connection with or arising out of furnishing, performance or rendering of services or deliverables provided to FACT.
16. Vendor shall adhere to Fraud Prevention Policy of FACT and shall not indulge or allow anybody else working in his organization to indulge in fraudulent activities and shall immediately appraise FACT of fraud/ suspected fraud as soon as it comes to notice.
17. The Vendor shall not assign to others, in whole or in part, their obligation to perform under the order/contract, except with FACT's prior written consent.
18. The vendor shall indemnify FACT from and against all claims and proceedings brought against FACT for and on account of infringement of any patent rights, design, trademarks, or name or other predicted rights in respect of any software or materials used in the audit exercise. If the Vendor fails to comply and FACT is required to pay compensation to a third party resulting from such infringement, the Vendor shall be responsible for the compensation including all expenses, court costs and lawyer fees.
19. **Payment Terms:** 100% of the Order Value, on completion of audit and submission of Final Report to FACT as per terms and conditions of the contract.

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20. Security Deposit:

The contractor shall, within **15** days of issue of the work order, remit an amount equal to **5%** (Five Percent) of the total work order value towards Security Deposit by way of DD/NEFT/RTGS or by Bank guarantee from a Nationalized /Scheduled Bank in the prescribed format issued by FACT. No interest shall be payable by FACT on the security deposit. The security deposit shall be released only after the work as per contract is satisfactorily completed and final bills paid, after deducting all amounts, which are due to FACT from the contractor.

21. Force majeure: If a force majeure situation arises, the Vendor shall promptly notify FACT in writing of such condition, the cause thereof and the change that is necessitated due to the conditions. Until and unless otherwise directed by FACT in writing, the Bidder shall continue to perform its obligations under the Contract as far as is reasonably practical, and shall seek all reasonable alternative means for performance not prevented by the Force Majeure event

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ANNEXURE – IV A**SAP implementation in FACT**

The SAP ERP system landscape consists of SAP ECC 6.0 EHP8 and Enterprise portal (EP) 7.50 running on SUSE Linux with Oracle 12c database as backend.

The following modules/products of SAP are currently running in FACT.

- Materials Management (MM)
- Sales and Distribution (SD)
- Finance and Controlling (FICO)
- Production Planning (PP)
- Plant Maintenance (PM)
- Quality Management (QM)
- Project Systems (PS)
- Human Capital Management (HCM)
- Enterprise Portal (EP)
- ESS/MSS
- SOLMAN
- SAP Router

The SAP implementation runs in a three-system landscape having Development, Quality and Production Servers. The Production system of both ECC and EP is configured in a high availability cluster. The SAP implementation utilizes 380 ECC user licenses and 1250 ESS licenses.

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ANNEXURE – IV B**IT Infrastructure details**

Server	Components	Make/Model	Nos
SAP Server	Servers (ESXi Hosts)	DELL R740	3
	Backup Server	DELL R540	1
	SAN Storage	DELL Compellent SC5020	1
	SAN Switch	DELL Connectrix DS 6505B (Brocade)	2
	Ethernet Switch	DELL N4032F	2
	Virtualisation Software	VMWare VSphere including Vcenter 6.7 Appliance	
	Backup Appliance	Data Domain (Storage based Backup)	1
	Backup Software Tool	EMC Networker 18.2, Capacity License	1
	Tape Library	DELL EMC ML3 (2 Tape Drives)	1
Legacy Server	Server	DELL R540	1
Mail Server	Server	Dell PowerEdge R730	1
	Archival Server	Dell PowerEdge R730	1
Citrix Server	Server	DELL POWEREDGE R730	3
	ISCSI Storage	DELL SCV2020ISCSI	1
	Network Switch	DELL N3024	1
	Backup Infrastructure: (a) Tape drive LTO-6 Hardware (b) Backup management system / hardware	DELL POWERVAULT (TM) – LTO-6-200 with DELL PowerEdge R330 server	1
	Citrix XenApp 7.9 Advanced Edition	Citrix XenApp Advanced 7.9	75 licenses
	NetScaler VPX 10 Mbps Standard Edition	Citrix NetScaler VPX 10 Mbps Standard Edition	1
	Hypervisor Software	VMWare VSphere 6 including vCentre Server essentials	3 hosts
	Windows Server 2012	Microsoft	5
	Windows RDS User CAL	Microsoft	75 licenses
	Windows server CALS	Microsoft	75 licenses
	Image based backup	Acronis Backup Advanced for	3

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FACT MATERIALS
DEPARTMENT

IT Security Audit - 2020.

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	Software	VMWare	
	SQL Server 2016 Standard	Microsoft	1
Nodes	Desktops and Laptops	Windows XP, 7, 10	800 (Approx.)

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ANNEXURE-IV C

(To be provided in Company Letter Head)

Declaration Regarding Clean Track Record

To

DGM(CS)
Computer Services Centre,
FACT-HO,
Udyogamandal P.O
Cochin – 683 501**Reference:** Tender for IT security /cyber security audit at FACT

Dear Sir,

We hereby confirm and declare that we, M/s -----, bidding for the above referred Tender has not been blacklisted/debarred as on bid calling date by any Central or State Government department/ Public Sector Undertaking/Government Agency/Bank/Institution or any other agency in India for non-satisfactory past performance, corrupt, fraudulent or any other unethical business practices . I further certify that I am competent officer in my company to make this declaration.

Name and Designation of Signatory: Seal & Signature of Authorized Person
Name of Firm:
Address

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ANNEXURE-IV D**MODEL NON-DISCLOSURE AGREEMENT**

(Between CERT-In empanelled Auditor & Auditee)

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

By and between

..... (Name of Company/ Society) incorporated /registered under the Companies Act,1956/2013/ the societies registration Act,1860 having its registered/corporate office at (hereinafter referred to as "Auditee" which expression shall unless repugnant to the context or meaning thereof, includes its successors, administrators and permitted assigns) of the first part.

And

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

WHEREAS


A.Auditor is a services organization empanelled by the Indian Computer Emergency Response Team (hereinafter CERT-IN) under Department of Electronics & IT, for auditing, including vulnerability assessment and penetration testing of computer systems , networks, computer resources & applications of various agencies or departments of the Government, critical infrastructure organizations and those in other sectors of Indian economy vide communication No.....dated.....

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

C.Auditee is also aware of the aforesaid Guidelines along with guidelines for Auditee Organizations published by CERT-In.

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

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

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1. Definitions.:

(a) The term "Confidential Information" shall include, without limitation, all information and materials, furnished by either Party to the other in connection with Auditee products and services including information transmitted in writing, orally, visually, (e.g. video terminal display) or on magnetic media, and including all proprietary information, customer & prospect lists, trade secrets, trade names or proposed trade names, methods and procedures of operation, business or marketing plans, licensed document know-how, ideas, concepts, designs, drawings, flow charts, diagrams, quality manuals, checklists, guidelines, processes, formulae, source code materials, specifications, programs, software packages, codes and other intellectual property relating to Auditee products and services. Results of any information security audits, tests, analysis, extracts or usages carried out by the Auditor in connection with the Auditee's products and/or services, IT infrastructure, etc. shall also be considered Confidential Information.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

4. Permitted disclosure of audit related information:

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

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

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

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

(c) Which at the time of disclosure to Auditor was known to such party free of

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restriction and evidenced by documents in the possession of such party; or

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

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

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

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

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

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

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

11. Governing Law. This Agreement shall be interpreted in accordance with and

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governed by the substantive and procedural laws of India and the parties hereby consent to the jurisdiction of Courts and/or Forums situated at < Name of the city>

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

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

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

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

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

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

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

19. This Agreement is governed by and shall be construed in accordance with the laws of India. In the event of dispute arises between the parties in connection with the validity, interpretation, implementation or alleged breach of any provision of this Agreement, the parties shall attempt to resolve the dispute in good faith by senior level negotiations. In case, any such difference or dispute is not amicably resolved within forty-five (45) days of such referral for negotiations, it shall be resolved through arbitration process, wherein both the parties will appoint one arbitrator each and the third one will be appointed by the two arbitrators in accordance with the

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Arbitration and Conciliation Act, 1996. The venue of arbitration in India shall be (please choose the venue of dispute resolution as the city) or where the services are provided. The proceedings of arbitration shall be conducted in English language and the arbitration award shall be substantiated in writing and binding on the parties. The arbitration proceedings shall be completed within a period of one hundred and eighty (180) days from the date of reference of the dispute to arbitration.

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

IN WITNESS HEREOF, and intending to be legally bound, the parties have executed this Agreement to make it effective from the date and year first written above.
for <Name of organization>, <Name and designation of authorized signatory> duly authorized by rules & regulations / of <Name of society>/ vide resolution no.
Dated Of Board of Directors of<Name of organization>.

(AUDITEE)

(AUDITOR)

WITNESSES:

1.

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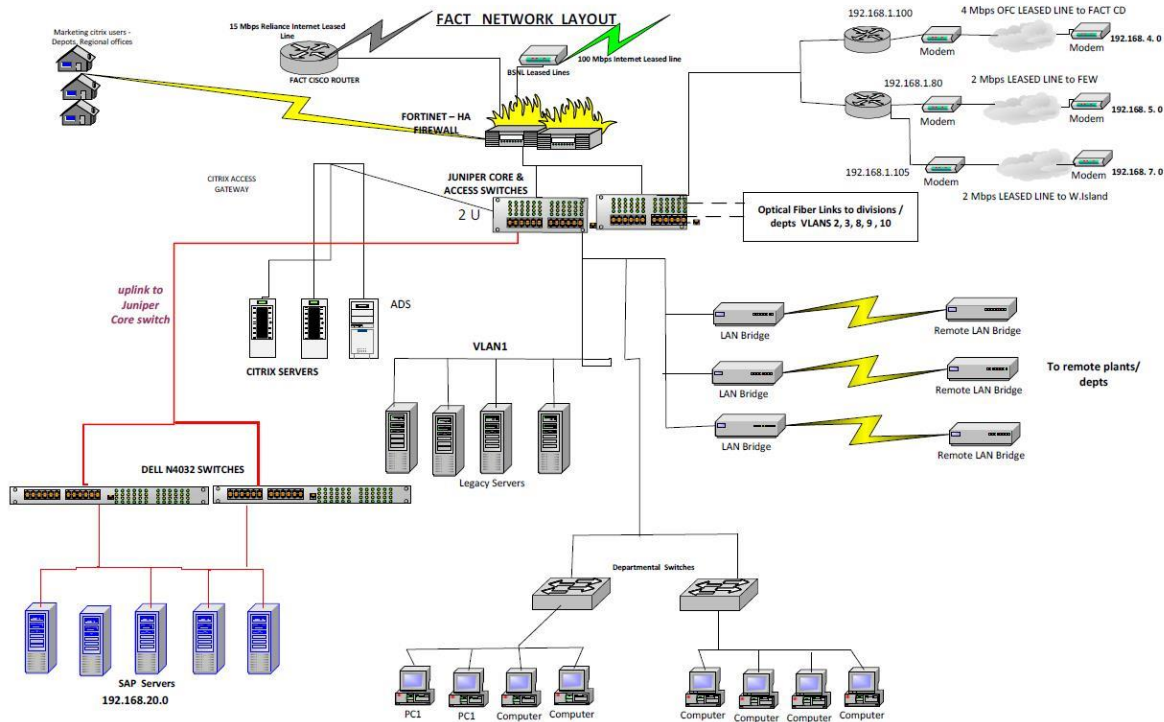
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Annexure IV E



OTHER TERMS AND CONDITIONS: All other terms and conditions shall be as per our “Standard Terms and Conditions of Contract - Annexure –V. In case of any contradiction between Special Terms and Conditions (Annexure – IV) and Standard Terms and Conditions of Contract (Annexure – V), Annexure– IV will prevail.

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ANNEXURE-V**STANDARD TERMS AND CONDITIONS OF CONTRACT****1.0 CONTENTS:****GENERAL:****SECURITY DEPOSIT:****RATES:****PAYMENT:****QUANTITY:****CONTINUITY OF WORK:****RESPONSIBILITY FOR MATERIAL:****SECURITY & SAFETY REGULATIONS****STATUTORY OBLIGATIONS****CONTRACTOR'S WORKMEN****DEFAULT****TERMINATION:****FORCE MAJEURE:****ASSIGNMENT:****APPLICABLE LAW AND SETTLEMENT OF DISPUTES:****ENVIRONMENT MANAGEMENT SYSTEM:****FRAUD PREVENTION POLICY OF FACT****ENTIRETY OF CONTRACT****2.0 GENERAL:**

- 2.1 "FACT" shall mean the Fertilisers and Chemicals Travancore Limited, with registered office at Udyogamandal and its operating Divisions at Udyogamandal and Ambalamedu.
- 2.2 "Contractor" shall mean the firm/company/individual, who has been awarded the work order (Contract) against their bid in response to the enquiry issued by FACT.
- 2.3 The Contractor shall return to FACT the duplicate copy of the work order with terms and conditions duly acknowledged and signed in confirmation of having accepted the order as per terms and conditions mentioned.
- 2.4 The Contractor shall execute within 15 days from the date of receipt of FACT's Letter of Intent, an agreement in stamp paper in the form prescribed by FACT and shall bear all expenses incidental thereto.
- 2.5 The contract once awarded will not imply that the Contractor has exclusive right for the particular job.
- 2.6 The Contractor is deemed to have carefully examined and satisfied himself on the nature and extent of work to be executed and no claims for any extra payment shall be admissible under any circumstances.
- 2.7 FACT shall not in any way be responsible to the Contractor for payment of compensation for hold up of work, if any, due to any situation beyond the control of FACT.

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3.0 SECURITY DEPOSIT:

3.2 The Security Deposit shall not be released until the work as per the Contract is satisfactorily completed and accepted and final bills paid. Any amount due from the Contractor to FACT shall be deducted from the Security Deposit without prejudice to FACT's right to claim balance amount, if any, from the Contractor.

3.3 The violation of any of the terms and conditions of Contract by the Contractor shall be liable to forfeiture of the Security Deposit and disqualification from further work with FACT without prejudice to FACT's right to avail other remedies.

4.0 RATES:

The rates shall be inclusive of all incidental and other charges, which may have to be incurred by the Contractor in execution of the work as per this contract.
The rates shall be firm for the period of contract.

5.0 PAYMENT:

Payment shall be effected, on presentation of the bills to the Dy. General Manager (Fin)-Bills duly certified by the authorised person specified in the special conditions attached. Final settlement of contractors bill shall be made after deduction of (1) amounts due from them to FACT on account of shortage / damages / loss to the goods entrusted to them, (2) statutory levies such as PF liability, Income Tax etc. if any and (3) any other amount due from the contractor for any other reason. If the amount due from the contractor is more than the amount due to the contractor, the contractor shall arrange to pay FACT the difference without delay.

6.0 QUANTITY:

Quantity given in the contract is only an approximate indication and FACT does not guarantee the total quantity to be transported. FACT reserves the right to reduce or increase the quantity at any time without assigning any reason whatsoever and does not give any guarantee regarding the quantity. The Contractor has no right to claim loss / loss of profit on account of reduction in revenue arising out of variation in quantity made available for transport.

7.0 CONTINUITY OF WORK:

The contract shall not mean continuity of work for the Contractor. The Contractor shall contact the authorised representatives of FACT for obtaining instructions. The instructions given over telephone have also to be complied with.

8.0 RESPONSIBILITY FOR MATERIAL:

The Contractor shall be responsible for the material entrusted to him and shall compensate FACT for any shortage or damage while the goods are in his custody.

9.0 SECURITY & SAFETY REGULATIONS: (If applicable)

9.1 The Contractor shall strictly observe the Security and Safety Regulations of FACT. Any loss or damage incurred by FACT, on account of the neglect or failure of the Contractor or the Contractor's employees, representatives including the crew of the vehicles/tankers to

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observe the security and safety regulations shall be to the Contractor's account.

- 9.2 Smoking and carrying smoking material (including matches) inside FACT premises is prohibited due to safety reasons and the Contractor shall ensure that his employees, representatives and crew comply with this.
- 9.3 Any damage caused to any of FACT's buildings, equipment, vehicles, crafts etc. and that of any other contractor/s due to the negligence of the Contractor, his employees, his representatives and crew shall be to the account of the Contractor and FACT shall be indemnified and compensated in all such respects by the Contractor.
- 9.4 All precautions in transporting and handling whether stipulated or not shall be adhered to by the Contractor. The Contractor shall exercise care, diligence and promptness in the work and adhere to transport Rules and regulations, statutory obligations and all other Rules and Laws that have a bearing on the work. Any damages/shortages/penalties or any action legal or otherwise arising out of the Contractor's delay or failure or negligence or breach of statutory obligations shall be to the Contractor's account. If any loss/expenditure arising from the breach thereof is not met satisfactorily by the Contractor, FACT reserves the right to withhold payment of bills/Security Deposit and discharge the obligations of the Contractor without prejudice to FACT claiming from the Contractor full value of damages/compensation. The account rendered by FACT in this connection shall be treated as final.
- 9.5 The vehicles/tankers, if any, employed during the course of the execution of the Contract, shall have valid permits for carrying out the intended task.
- 9.6 Due safety requirements in handling and transporting hazardous chemicals like liquid Sulphuric Acid, Sulphuric Acid etc. filled in tankers, as provided vide Motor Vehicles Act 1988 and the Central Motor Vehicle Rules 1989 and regulations formulated from time to time by the proper authority, shall be adhered to by the Contractor at his own expense. The vehicles shall be legibly and conspicuously marked with an emergency information panel, as applicable, in each of the three places as per Rule 134 of the Central Motor Vehicle Rules 1989. Further any person driving the vehicle employed in the work as per the Contract shall have the ability to read and write at least one Indian language as per rule 9 of the Central Motor Vehicle Rules 1989 and Rules 4 of the Central Motor Vehicles (amended) Rules 1993
- 9.7 The vehicles shall be equipped with all the necessary safety appliances/equipment for emergency and rescue purpose as stipulated in Motor Vehicles Act 1988 and rules thereto.

10.0 STATUTORY OBLIGATIONS

- 10.1 The Contractor shall comply with the requirements of all Local, State and Central Govt. Acts, Rules Regulations, By-Laws, Orders etc, in force from time to time and in particular Indian Factories Act, Workmen's Compensations Act, Contract Labour (regulations and abolition) Act 1970, Minimum Wages Act 1936, The Mines Act 1952, The Explosives Act 1884 and all other relevant Acts and Laws as amended from time to time in so far as they are or may be applicable to the execution of works as per this contract.

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- 10.2 The Contractor shall obtain at his cost all permits, license and other authorisation, as required for his work, from Govt. authorities. The Contractor shall maintain proper records & registers as required by the concerned statutes and submit them to FACT as and when required.
- 10.3 Proper records of payment of wages to workers/labourers/crew etc. engaged in the work shall be maintained by the Contractor and produced for inspection when required by FACT.
- 10.4 The Contractor shall be responsible for all payments to his workmen including Employees State Insurance and Provident Fund benefits etc., if any, i.e. FACT shall not make any payments to the Contractor other than the rates agreed for the work. All extra payments, if any, to be made to the Contractor's workmen during the course of contract period shall be borne entirely by the Contractor.
- 10.5 In case the Contractor fails to discharge his statutory obligations leading to a situation where in FACT is to incur any expenditure/loss in their capacity as the Principal Employer such expenditure/loss shall be realised from the Contractor.

11.0 **CONTRACTOR'S WORKMEN**

FACT shall have no dealing with the Contractor's workmen or their Union. FACT reserves the right to debar any of the contractor's employees/workmen/crew from entering FACT premises for whatever reason FACT deems fit.

12.0 **DEFAULT:**


In the event of failure on the part of the Contractor to execute the Contract to FACT's satisfaction, FACT may, at their option, either recover from the Contractor liquidated damages as prescribed in the "Special Conditions", if any, or at the risk and cost of the Contractor and without prejudice to FACT's other rights as per the Contract, terminate the Contract wholly or partially and carry out the work through other contractors or by themselves.

13.0 **TERMINATION:**

- 13.1 If any work entrusted with other contractors by FACT is obstructed by, interfered with or caused to be interfered with by the Contractor, his employees, his representatives or crew, the contract shall be terminated without notice and the remaining work for the unexpired portion of the contract arranged by FACT through others at the Contractor's risk and cost.
- 13.2 The contract can be terminated by FACT with one month's notice at any time during the pendency of the contract.

14.0 **FORCE MAJEURE:**

Neither the Contractor nor FACT shall be considered in default in the performance of their obligations under the Work Order so long as the performance is prevented or delayed because of Force Majeure conditions like war or hostilities, riots or civil commotion, earth

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quake, flood or tempest, drought, accident, fire or explosion, labour strike or lock-out or Act-of-God or because of any law and order proclamation, regulation or ordinance of Government or subdivision thereof and situation arising out of our plant break downs. Notice of a Force Majeure situation shall be given by the affected party to the other party within one week of its occurrence. Should such a delay be for more than three months, FACT shall have the right to cancel the Work Order at no charge to FACT and FACT shall be entitled to reimbursement of any amount due from the Contractor.

15.0 ASSIGNMENT:

The Contractor shall not assign, transfer or sub-let this work order without the prior written approval of FACT.

16.0 APPLICABLE LAW & SETTLEMENT OF DISPUTES:

16.1 This contract shall be subject to and shall in all respects be governed by Indian law.

16.2 If any dispute arises out of or relating to or in connection with this contract, between the contractor and the owner/FACT, the same shall be amicably settled through mutual discussions, failing which, the unresolved dispute (s) shall be referred to arbitration in accordance with the provisions of the Arbitration and Conciliation Act, 1996, as amended from time to time and number of Arbitrator shall be one. The Venue of the Arbitration shall be at Ernakulam and the proceeding shall be in English.

16.3 Any legal proceedings relating to or in connection with this contract shall be limited to the exclusive jurisdiction of the High Court of Kerala.

17.0 ENVIRONMENT MANAGEMENT SYSTEM :

FACT is a company having Environmental Management System according to ISO 14001 standard. The Contractor shall ensure that none of their activities cause damage to the environment.

18.0 FRAUD PREVENTION POLICY OF FACT:

FACT a Central Public Sector Undertaking (PSU) follows Corporate Governance principles proactively and has formulated a Fraud Prevention Policy. Details of Fraud Prevention Policy of FACT-2012 can be viewed in FACT's Website www.fact.co.in. Contractors shall make themselves aware and also ensure compliance of the same.

19.0 ENTIRETY OF CONTRACT :

All of the terms agreed to between the Contractor and FACT are included in the Work Order and no other communication, written, oral, or implied shall be considered to be included in the Work Order or form part of the Work Order, unless specifically agreed to in writing by FACT.

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ANNEXURE-VI**COMPLIANCE STATEMENT**

We state that our offer against tender No: MM/ VS/E21685 dtd.23.06.2020 is in full compliance with the documents issued against the Enquiry No: MM/ VS/E21685 dtd.23.06.2020 and we have read and understood the Notice Inviting Tender, Scope of Work, Instructions to Bidders, Special terms and conditions and Standard Terms and conditions of Contract attached with this enquiry referred above and hereby confirm our acceptance to the same.

Name of bidder:

Signature of the Bidder:

Place:

Date:

(Seal)

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ANNEXURE –VII**UN-PRICED COPY OF PRICE BID FORMAT**

(Please do not fill in Rates in this Price Bid format. **Kindly indicate “Quoted” in the column provided**)

From

To

ASST. GEN. MANAGER [MATERIALS]-TS,
MATERIALS DEPT, FACT LTD.,
FACT PD ADMINISTRATIVE BUILDING,
UDYOGAMANDAL 683 501

[TENDER NO: MM/ VS/E21685 dtd.23.06.2020]

Sl. No.	Schedule of Work	All-inclusive Total Rate in Rs. but excluding GST (Indicate “Quoted”) Do not quote rate in this column)
1.	Security Audit of IT resources and processes of FACT	

I/We have read and understood the Notice Inviting Tender, Instructions to Bidders and the Terms and Conditions of the enquiry and confirm our acceptance to the same.

Signature of the Bidder

Place
Date

(Office seal)

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ANNEXURE -VIII**PRICE BID (BOQ)**

Please visit <https://eprocure.gov.in> and search using the tender **ID 2020_FACT_XXXXX_1** under FACT Tenders to see the price Bid (BOQ-EXCEL SHEET)

Printout of BOQ is attached at pages c/xx-c/xx)

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ANNEXURE - IX**PROFORMA OF BANK GUARANTEE FOR FURNISHING SECURITY DEPOSIT**(TO BE OBTAINED FROM A INDIAN NATIONALISED/SCHEDULED BANK ON Rs.500/-
STAMP PAPER)

To

The Fertilisers and Chemicals Travancore Ltd.,
Udyogamandal, Cochin-683 501.

Whereas FACT, Udyogamandal P.O., Kerala (hereinafter called referred to as the Company) has placed a work order no. dated with M/S.....(hereinafter called the Vendor) for the work ofand whereas it is one of the conditions of the said work order that the Vendor shall either remit a sum of Rs..... (Rupees.....only) or furnish a Bank Guarantee for Rs..... (Rupees.....only) as security deposit for the due fulfilment of the said work order by the said Vendor.

In consideration of the Company having agreed to accept a Bank Guarantee from us towards such security deposit in lieu of the cash deposit in accordance with the terms and conditions of the above work order, we..... The Bank (hereinafter referred to as the Bank) do hereby undertake to pay the Company merely on demand any sum or sums from time to time demanded by the Company up to a maximum of Rs..... (Rupees.....only) being the amount of the security deposit against any loss or damage caused to or suffered by or would be caused to or suffered by the Company by reason of any breach by the said Vendor of any of the terms and conditions contained in the said work order.

We, the said Bank, do hereby undertake to pay the amount so demanded by the Company without any demur merely on a demand from the Company stating that the amount claimed is due by way of loss or damage caused to or suffered or would be caused to or suffered by the Company by reason of breach by the said Vendor of any of the terms and conditions contained in the said contract. Any such demand made on the Bank shall be conclusive as regards the amount due and payable by the Bank under this guarantee.

We undertake to pay to the Company any money so demanded notwithstanding any dispute or disputes raised by the said Vendor in any suit or proceeding pending before any court or Tribunal relating thereto our liability under this present being absolute and unequivocal.

The payment so made by us under this Guarantee shall be a valid discharge of our liability for payment there under and the said Vendor shall have no claim against us for making such payment.

We..... further agree that the guarantee herein contained shall remain in full force and effect during the period that would be take for the performance of the said contract and that it shall continue to be enforceable till all the dues of the Company under or by virtue of the said contract have been fully paid and its claim satisfied or discharged or till the Company certifies that the terms and conditions of the said contract have been fully and properly carried out by the said Vendor and accordingly discharges this guarantee.

We..... further agree with the said company that they 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 contract or to extend time of performance by the said Vendor or to postpone for any time and from time to time any of the powers exercisable by it against the said Vendor and either to enforce or forebear from enforcing any of the terms and conditions governing the said contract or securities available to the Company and the said Bank shall not be released from its liability under these presents by any exercise by the Company of the liberty with reference to the matters aforesaid or by reason of time being given to the said Vendor or any other forbearance, act or omission on the part of the Company or any indulgence by the Company to the said Vendor or any

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other matter of thing whatsoever which under the law relating to sureties, but for this provision, have the effect of so relieving us.

This guarantee shall not be affected by any change in the constitution of the Bank or the Company or the said Vendor nor shall this guarantee be affected by any change in the constitution of the Company or the said Vendor by absorption with any other body or corporation and this guarantee shall be available to or enforceable by such body or corporation.

Our guarantee shall remain in force until..... Unless a claim or demand is made within six months after the expiry of the above date, all the Company's rights under the guarantee shall be deemed as waived/forfeited and we shall be relieved and discharged from all liabilities there under. Notwithstanding anything contained hereinbefore, our liability under this guarantee shall be limited to an amount not exceeding Rs..... (Rupees..... only).

Any notice by way of request, demand or otherwise hereunder may be sent by post to the Bank addressed as aforesaid and if sent by post, it shall be deemed to have been given at the time when it would be delivered in due course of post and in proving such notice when given by post, it shall be sufficient to prove that the envelope containing the notice was posted and certificate signed by an officer of the Company that the envelope was so posted shall be conclusive.

Disputes/differences, if any, relating to or arising out of this Bank Guarantee, shall be settled by courts having jurisdiction over Udyogamandal, in Kerala State, where the registered office of the company is situated and no other court shall have jurisdiction in the matter.

We..... Bank lastly undertakes not to revoke this guarantee during its currency except with the previous consent of the Company in writing.

Dated this..... day of Two thousand and twenty.

For (Name of Bank) :

Authorised Official :

Name :

Designation :

Place:

Full address of the Branch issuing this guarantee:

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ANNEXURE-X**AGREEMENT**

(Proforma of Agreement to be executed in Rs.500/- Non-Judicial stamp paper)

ARTICLES OF AGREEMENT made this day the Between THE FERTILISERS AND CHEMICALS TRAVANCORE LIMITED, a Company registered under the Travancore Companies ACT IV of 1114(Malayalam Era) and having its registered office at Eloor, Udyogamandal P O Ernakulam District, Kerala State (hereinafter called the FACT) on the one part and M/s.... (hereinafter called the Vendor) which expression shall where the context so admits or applies be deemed to include their heirs, executors, administrators, successors interest and legal representatives as well) on the other part.

WHEREAS the Vendor has agreed with M/s FACT for the due performance of work as set forth in the Work Order No. dt... and accompaniments upon the terms and conditions therein mentioned as accepted vide their endorsements in the aforesaid work order.

NOW THESE PRESENT WITNESSES THAT in consideration of the payments to be made by M/s FACT mentioned in the aforesaid Work Order no. dt. and accompaniments thereunto the Vendor shall duly perform the said works, fulfill and keep all conditions in the work order which will be deemed and taken to be part of this contracts as if the same had been fully set-out herein and FACT hereby agree that if the Vendor shall duly perform the said works in the manner aforesaid and observe and keep the said terms and conditions, FACT will pay to the Vendor at the time and in the manner set forth in the aforesaid work order and in the Annexure thereunto as accepted by Vendor vide his endorsement in the aforesaid work order, the amount or amounts calculated at the rate mentioned and as per terms stipulated therein as payment for the work. This agreement shall be in force up to ...

THE SAID CONDITIONS shall be read and construed as forming part of this Agreement and the parties thereto will respectively abide by and submit themselves to the conditions and stipulations and perform the agreement on their parts respectively.

UPON THE TERMS AND CONDITIONS of this Agreements being fulfilled and performed to the satisfaction of Officer of the Company empowered by the Company in this behalf, the Security Deposit remitted by the Vendor or such position thereof as he may be entitled to under the said condition shall be returned to the Vendor.

IN WITNESS thereof the Vendor, M/s.... and The Manager Purchase(TS) of M/s The Fertilisers and Chemicals Travancore Ltd, For and on behalf of the Company have hereunto set their hands this day and year first above written.

For

In the presence of witnesses:

- 1.
- 2.

In the presence of witnesses:

for and on behalf of the Company.

- 1.
- 2.

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