

भारत हेवी इलेक्ट्रिकल लिमिटेड  
**Bharat Heavy Electricals Limited**



कॉर्पोरेट डिजिटल ट्रांसफॉर्मेशन  
**CORPORATE DIGITAL TRANSFORMATION**

**CDT, 2<sup>nd</sup> Floor, HRDI Building, BHEL HRDI & ESI Complex, Plot No-25,  
Sector – 16A, Filmcity, Noida, Uttar Pradesh - 201301**

**Request for Proposal**

**FOR**

**“Conducting ISMS 3 – Year Certification Cycle by M/s STQC, Ministry of Electronics  
and IT, GOI” through Email([cdt-tender@bhel.in](mailto:cdt-tender@bhel.in))**

**Ref. No. AA: CDT: STQC: Certification, dated 27<sup>th</sup> Feb 2025  
To be signed and stamped by the bidder**

**M/s, STQC**

Dear Sir/Madam,

**Sub: Enquiry for conducting ISMS 3 – Year Certification Cycle by M/s STQC, Ministry of Electronics and IT, GOI through Email(cdt-tender@bhel.in)**

Bid is invited through Email (cdt-tender@bhel.in) for subject requirement at BHEL Corporate Office, Sector-16A, Noida from M/s STQC as per the terms and conditions of this RFP.

Any corrigendum / notifications issued by BHEL, related to this tender, shall be made available through email(cdt-tender@bhel.in).

The bidder is expected to examine all instructions, formats, terms, specifications, conditions and all other information in the bidding documents. Failure to furnish all information asked for or to submit a bid not substantially responsive to the bidding documents may result in rejection of the bid as decided by the BHEL. BHEL's decision in this regard shall be final and binding.

Please ensure that your response, complete in all respect, in requisite format with necessary enclosures is delivered on or before the due date & time i.e., **03.03.2025 at 1600 hrs.**

Bids shall be addressed to:

SDGM (CDT)  
Ph: 0120-2416499  
Email: devendrasharma@bhel.in  
Bharat Heavy Electricals Limited,  
Plot No: 25, Sector – 16A, Filmcity  
Noida - 201301

Thanking you,  
Yours faithfully,

For and on behalf of BHEL

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**1. Objective:**

The tender is invited through e-mail(cdt-tender@bhel.in) for conducting **ISMS 3 – Year Certification Cycle** by M/s STQC, Ministry of Electronics and IT, GOI.

The tender has to be submitted in **TWO PART** through email(cdt-tender@bhel.in)

**2. Description of work and deliverables:**

ISMS 3-year certification cycle (Recertification, Surveillance I and Surveillance II audit) by M/s STQC, Ministry of Electronics and IT, GoI. Audit shall be conducted every year as per the year wise details given below.

S. No.	Unit Name	Recertification Assessment (Year 1) Man-days	Surveillance Assessment I (Year 2) Man-days	Surveillance Assessment II (Year 3) Man-days
1	Corporate Office (CDT) (Delhi / NCR)	18	8.5	8.5
2	DTG Hyderabad (HPEP, PE&SD)	6	3	3
3	DTG Haridwar (HEEP, CFFP)	6	3	3
4	DTG Tiruchirappalli (HPBP, SSTP) including PPPU Thirumayam	6.5	4	4
5	DTG HEP Bhopal	4	2	2
6	DTG Bengaluru (EDN, ESD, EMRP)	4.5	2.5	2.5
7	DTG TP Jhansi	4		
8	DTG PSWR Nagpur	2.5		
9	DTG CFP, Rudrapur	2.5		
10	DTG IVP, Goindwal	2.5		
11	DTG BAP Ranipet		4.5	
12	DTG SBD Bengaluru		2.5	
13	DTG PSER Kolkata		2.5	
14	DTG FSIP, Jagdishpur		3.5	
15	DTG HERP, Varanasi		2.5	
16	DTG ISG Bengaluru			2.5
17	DTG Corporate R&D, Hyderabad			3.5
18	DTG PSSR Chennai			4
19	DTG HPVP, Visakhapatnam			2.5
<b>Total Man Days</b>		<b>56.5</b>	<b>38.5</b>	<b>35.5</b>

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**3. Delivery period:**

- a) Recertification audit shall be carried out in Calendar Year 2025
- b) Surveillance Assessment I shall be carried out in Calendar Year 2026
- c) Surveillance Assessment II shall be carried out in Calendar Year 2027

**4. Location & Consignee Address**

Name: Harsh Vardhan Tripathi  
Designation: Dy. Manager (CDT)  
2nd Floor, HRDI Building  
BHEL HRDI & ESI Complex, Plot No-25  
Sector -16 A, Film city  
Noida, U.P. - 201301  
Contact details: 0120-2416498  
Email: harshv@bhel.in

**5. Payment Terms:**

Year	Description	Terms
Year -1 (2025)	<ul style="list-style-type: none"><li>- Recertification assessment audit fee</li><li>- certification fee</li><li>- scope change fee</li></ul>	Payment will be made after completion of recertification audit and submission of invoice duly certified by BHEL executive
Year -2 (2026)	Surveillance assessment - I audit fee	Payment will be made after completion of Surveillance assessment - I audit and submission of invoice duly certified by BHEL executive
Year -3 (2027)	Surveillance assessment - II audit fee	Payment will be made after completion of Surveillance assessment - II audit and submission of invoice duly certified by BHEL executive

Payment period will be 30 days from receipt of invoices. Payment shall be made through <https://bharatkosh.gov.in>. The payment shall be made as per section 196 of Income Tax act. There will be no interest payable by BHEL for delayed payment.

**6. General Instructions and Guidelines to Bidders**

S.No.	Key Activity	Date
1	Issuance of Request for Proposal (RFP)	27 <sup>th</sup> Feb 2025
2	Last date of receiving queries from bidder	28 <sup>th</sup> Feb 2025
3	Last date and time for submission of bid	03 <sup>rd</sup> March 2025, 1600hrs,

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		<b>via email (cdt-tender@bhel.in)</b>
4	Bid opening date and time	<b>03.03.2025, 1630hrs, via email (cdt-tender@bhel.in)</b>

## 7. Taxes & Duties:

- I. Price quoted should be inclusive of all applicable Taxes/charges but Excluding GST. The Contractor shall pay all other taxes, fees, royalty, commission etc. which may be levied on the contractor in executing the contract. In case BHEL is forced to pay any of such taxes, it shall be recovered from Contactor's bills or otherwise as deemed fit.
- II. In case of any recovery including LD/SLA, the applicable GST shall also be recoverable from the supplier.
- III. To enable BHEL to avail GST input tax credit, Vendor shall submit GST compliant invoice containing all the particulars as stipulated under Invoice Rules of GST Law. Payment shall be made to the Vendor only after submission of GST complaint invoice. The successful bidder shall raise GST compliant invoice affixing GSTIN of BHEL's unit availing the services. Vendor to ensure that details of such invoice is furnished by him in his GSTR-1 return and the same is appearing in GSTR-2B of BHEL.
- IV. BHEL reserves the right to protect its interest against any loss on account of non-availability of GST credit.
- V. GSTIN of BHEL will be provided to the Vendor along with the work order.
- VI. Any new/change in statutory levy as and when made applicable by the Government shall become applicable against documentary evidence.
- VII. Statutory variation for GST is payable to the Seller during validity of the contract. However, for period beyond the contract validity, BHEL may reimburse the actual applicable increased tax, in exceptional circumstances, in case BHEL is able to take the input tax credit. However, the decision of BHEL in this regard will be final and binding on the seller/ contractor otherwise vendor/ contractor has to bear the differential upward increase in tax.
- VIII. Invoice submitted should be in the format as specified under GST Laws viz. all details as mentioned in Invoice Rules like GSTIN registration number, invoice number, quantity, rate, value, taxes with nomenclature – CGST, SGST, IGST mentioned separately, HSN (Harmonized System of Nomenclature) Code / SAC (Services Accounting Code) etc.
- IX. The Vendor has to give an undertaking that GST as mentioned in the invoice has been / will be paid and also file return as per respective extant rule.

## 8. Ethical Standard

Bidders are expected to observe the highest standard of ethics during the procurement and execution of this Contract. In pursuit of this policy, the Purchaser will reject a proposal for award if it finds out that the Bidder being considered for award has engaged in corrupt or fraudulent practices in competing for the Contract. For the purposes of this provision, the terms set forth below are defined as follows:

**a) "Corrupt practice"** means the offering, giving, receiving, or soliciting of anything of value to influence the action in the procurement process or in Contract execution; and

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b) “**Fraudulent practice**” means a misrepresentation of facts in order to influence a procurement process including collusive practices designed to establish bid prices at artificial, non-competitive levels to deprive the Purchaser of the benefits of competition;

The Bidder along with its associate/ collaborators/ sub-contractors/ sub-vendors/ consultants/ service providers shall strictly adhere to BHEL Fraud Prevention Policy displayed on BHEL website <http://www.bhel.com> and shall immediately bring to the notice of BHEL Management about any fraud or suspected fraud as soon as it comes to their notice.

By signing the Bid Forwarding Letter, the Bidder represents that for the software it supplies, it is the owner of the Intellectual Property Rights in the software. Wilful misrepresentation of these facts shall be considered a fraudulent practice without prejudice to other remedies that the Purchaser may take.

## 9. Bid Documents

### Part-I: Technical Bid

The techno commercial bid (through email) **Mail – 1**, consists of following documents:

- i) Unpriced copy of **PRICE BID** as per format enclosed as **Annexure-I** with word “**QUOTED**” written against all items in price column
- ii) Third party non- disclosure agreement (NDA) format enclosed as **Annexure-II**
- iii) No Deviation Certificate as per format enclosed **Annexure-III**
- iv) A copy of complete RFP along with corrigendum, if any, where each page is signed & stamped by the bidder.

### Part-II: Price Bid (Through email), Mail - 2

Price bid containing PRICES only is to be submitted through email ([cdt-tender@bhel.in](mailto:cdt-tender@bhel.in)) as per Price Schedule format enclosed as **Annexure-I**. Prices shall be quoted in Indian Rupees only.

Price Bid should not contain any technical details and/or Commercial Terms & Conditions as the same are supposed to be contained in **PART-I** only, so that the same can be evaluated before opening of Price Bid(s). Vendor has to give details of applicable Taxes clearly. The changes in the Tax rates will be applicable as per actuals, subject to documentary evidence. Any changes in these Direct Applicable Tax rates during the complete contract period will only be payable as per actuals, subject to submission of documentary evidence. Any other taxes, duties, levies and charges assessed on the bidder by local, national or any statutory authorities will not be payable by BHEL.

## 10. Tender Evaluation:

### Stage-I: Evaluation of Technical & Commercial Bids:

BHEL’s Technical Team will evaluate the **Part – I** (Technical bid) submitted by the Bidders. During the Technical Evaluation of the bid, the purchaser may ask for additional information / resources to validate the bid. These may include technical documents / white papers from OEM or third party,

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references, demonstration of a proof of concept or solution, visit to supplier's lab or their clients reference site, etc.

## **Stage-II: Evaluation of the Price Bid:**

Total / Gross of Prices should be indicated both in words as well as in figures as per Price Bid Format **Annexure-I**. If there is a difference between price quoted in words and figures or if there is any other price discrepancy, higher value(s) will be considered for evaluation and lower values will be considered for ordering.

All applicable taxes (GST) are to be specified clearly in the Price Bid Format **Annexure-I**.

### **11. Liabilities from the Contract**

Any liabilities arising out of this contract (like injury, fatal/non-fatal, to the personnel of the successful bidder or any third party/contractor employed by the bidder) shall be to the successful bidder's account only. BHEL shall not be liable in any such eventuality.

### **12. Confidentiality:**

In consideration of the disclosure of confidential information by a Party, the receiving Party hereby agrees to hold the confidential information in strict confidence and to take all reasonable precautions to protect such confidential information, limit disclosure of any confidential information to its directors, officers, employees, agents or representatives who have a need to know such confidential information in connection with the current or contemplated business relationship between the parties to which this MoU relates, and use such confidential information only for that purpose. The Parties shall keep all confidential information strictly confidential by using a reasonable degree of care, but not less than the degree of care used by it in safeguarding its own confidential information. Public announcements, if any, shall be made by a Party only on the terms mutually acceptable to both the Parties.

Any information that is available in the public domain or is within the knowledge of a Party before the disclosure or is independently generated by the receiving Party without use of the confidential information, or after the disclosure hereunder it becomes part of the public domain by publication, or it lawfully becomes available to the Receiving Party, without restriction respecting use or holding in confidence, from a third party; or prior to the time of disclosure hereunder it was known to and possessed by the receiving Party as shown by written records; shall not be deemed to be confidential information. Information that either Party qualifies as confidential information as per Clause 5.1 should be clearly marked "Confidential" by the disclosing Party. The Parties agree that any information which is not marked accordingly shall not be considered as confidential. Confidential information that is orally disclosed by either Party should be declared as "Confidential" upon disclosure and documented in writing in the minutes of any meeting as having been actually disclosed in the documented form.

The Parties acknowledge that the Confidential Information to be disclosed by a Party is business sensitive and of a unique and valuable character, and that the unauthorized dissemination of the Confidential Information would destroy or diminish the value of such information. The Parties hereby agree that a Party shall be entitled to injunctive or other interim or equitable relief preventing the dissemination of any Confidential Information in violation of the terms hereof. Such injunctive relief shall be in addition to any other remedies available to a Party, whether at law or in equity.

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Notwithstanding anything in the foregoing to the contrary, the recipient may disclose Confidential Information pursuant to any governmental, judicial, quasi-judicial, statutory authority or administrative order, in which case the disclosing party shall duly notify the other Party of such disclosure.

Such obligation of confidentiality shall survive 5 years from the date of termination of the MoU

**13. Non-Disclosure Agreement:**

The successful bidder shall sign a Non-Disclosure Agreement (NDA) as per BHEL format **Annexure - II** in compliance to Information Security Management System.

**14. Deviations:**

Bids shall be submitted strictly in accordance with the requirements and terms & conditions of the Tender Enquiry. Vendors have to submit a "No Deviation Certificate" in Part-I of the offer as per **Annexure III**.

**15. Arbitration:**

In all cases of disputes emanating from and in reference to this contract, the matter shall be referred to the arbitration. All disputes or differences between the parties will be resolved through arbitration governed by "The Arbitration and Conciliation Act, 1996" as amended from time to time. The venue of arbitration shall be in New Delhi.

**16. Applicable Laws and Jurisdiction:**

Indian laws both substantive and procedural, for the time being in force, including modifications thereto, shall govern the Contract including Arbitration proceedings. The court of competent civil jurisdiction at the place of the concerned BHEL Unit awarding the contract and only the said Court(s) shall have jurisdiction to entertain and try any such action(s) and/or proceeding(s) to the exclusion of all other Courts.

**17. Force Majeure:**

17.1. Force Majeure" shall mean circumstance which is:

- a) beyond control of either of the parties to contract,
- b) either of the parties could not reasonably have provided against the event before entering into the contract,
- c) having arisen, either of the parties could not reasonably have avoided or overcome, and
- d) is not substantially attributable to either of the parties And

Prevents the performance of the contract,

Such circumstances include but shall not be limited to:

- i. War, hostilities, invasion, act of foreign enemies.
- ii. Rebellion, terrorism, revolution, insurrection, military or usurped power, or civil war.

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iii. Riot, commotion or disorder by persons other than the contractor's personnel and other employees of the contractor and sub-contractors.

iv. Strike or lockout not solely involving the contractor's personnel and other employees of the contractor and sub-contractors.

Encountering munitions of war, explosive materials, ionizing radiation or contamination by radio-activity, except as may be attributable to the contractor's use of such munitions, explosives, radiation or radio- activity.

vi. Natural catastrophes such as earthquake, tsunami, volcanic activity, hurricane or typhoon, flood, fire, cyclones etc.

vii. Epidemic, pandemic etc.

17.2. The following events are explicitly excluded from Force Majeure and are solely the responsibilities of the non-performing party: a) any strike, work-to-rule action, go-slow or similar labour difficulty (b) late delivery of equipment or material (unless caused by Force Majeure event) and (c) economic hardship.

17.3. If either party is prevented, hindered or delayed from or in performing any of its obligations under the Contract by an event of Force Majeure, then it shall notify the other in writing of the occurrence of such event and the circumstances thereof within 15 (fifteen) days after the occurrence of such event.

17.4. The party who has given such notice shall be excused from the performance or punctual performance of its obligations under the Contract for so long as the relevant event of Force Majeure continues and to the extent that such party's performance is prevented, hindered or delayed. The Time for Completion shall be extended by a period of time equal to period of delay caused due to such Force Majeure event.

17.5. Delay or non-performance by either party hereto caused by the occurrence of any event of Force Majeure shall not

v) Constitute a default or breach of the Contract.

vi) Give rise to any claim for damages or additional cost expense occasioned thereby, if and to the extent that such delay or non-performance is caused by the occurrence of an event of Force Majeure.

17.6. BHEL at its discretion may consider short closure of contract after 1 year of imposition of Force Majeure in line with extant guidelines. In any case, Supplier/Vendor cannot consider deemed short-closure after 1 year of imposition of Force Majeure.

## **18. Limitation of Liability:**

The vendor's liability shall be limited to the value of this contract only.

## **19. Termination of Contract**

BHEL reserves the right to terminate the whole or part of the contract without assigning any reason by giving prior written notice of 30 days. The notice of termination shall specify, the portion/scope of the contract which stands terminated and the date on which such termination becomes effective. No compensation for termination shall be payable to the contractor. However, the Contractor shall be entitled to receive contract price for the services rendered up to the date of termination after effecting recoveries due from the contractor. The Contractor

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hereby waives any claim for compensation for losses/damages and/or reimbursement of costs. Purchaser reserves the right to terminate the order/contract, either wholly or in part, upon situations arising due to non-compliance of stipulations of the Order/contract by the Vendor.

**20. Default/Breach of Contract and Contractors Obligation**

If the Contractor fails to provide the required services as per the Contract / fails to deliver the goods or materials or any instalment thereof within the period(s) fixed for such delivery or delivers goods or services not of the contracted quality and failing to adhere to the contract specifications or at any time repudiates or otherwise abandons the contract before expiry of such period or refuses or is unable to supply / provide goods / services or materials covered by the Order/Contract either in whole or in part or otherwise fails to perform the Order/Contract or commits any breach of the Order/Contract not herein specifically provided for, the contractor agrees that BHEL would be entitled to recover 10% of the contract value as damages for breach. Such compensation may be recovered from the security instruments like performance/security bank guarantee available with BHEL. In case the value of the security instruments available is less than 10% of the contract value, the balance amount shall be recovered from other financial remedies (i.e. available bills of the contractor, retention amount, etc. with BHEL) under the contract or other legal remedies.

**21. Sub-Contracting:**

The Contractor cannot sub-contract part or complete work detailed in the tender specification undertaken by him without written permission of BHEL. The Contractor is solely responsible to BHEL for the work awarded to him.

**22. Special Clauses:**

BHEL reserves the right to terminate the contract within the contract period stating reasons, whatsoever, after giving an advance notice of one month

**23. List of Annexures:**

Annexure-I: Price Bid Format

Annexure-II: Non-Disclosure Agreement Format

Annexure-III: No-Deviation Certificate Format

**PRICE BID FORMAT**

S. No	Description	Man-days A	Per Man-days Charges (INR) (Excl. GST) B	Total Charges (Excl. GST) C=A*B
1	Recertification assessment audit fee	56.5		
2	Surveillance assessment - I audit fee	38.5		
3	Surveillance assessment - II audit fee	36.5		
4	Total Charges (D)			
5	Certification fee for 3 (Three) years (E)			
	Scope Change Fee (F)			
Total Charges (D+E+F) Exclusive of GST (G)				

Total Charges Exclusive GST in Words (G): .....

.....

GST amount @. %.....Rs.....

Total/Charges incl. GST .....

**NOTE:**

- The tender evaluation will be done on (G) Total / Gross amount (Excl. GST). Total of Prices should be indicated both in words as well as in figures.
- All applicable taxes (GST) are to be specified clearly in the Price Bid Format.
- To & Fro Travel, Accommodation and local transport expenditure for auditors over and above the total charges (G) and shall be borne by the respective units as per actuals separately.

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**NON-DISCLOSURE CERTIFICATE**

(To be Typed & submitted in the Letter Head of the Company/Firm of Bidder)

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I/We understand that BHEL **Corporate Office** is committed to Information Security Management System as per their Information Security Policy.

Hence,

I/We

M/s

STQC who are submitting offer for providing services to BHEL Corporate Office against Bid No..... hereby undertake to comply with the following in line with Information Security Policy of Corporate Office.

- To maintain confidentiality of documents & information which shall be used during the execution of the Contract.
- The documents & information shall not be revealed to or shared with third party which shall not be in the business interest of BHEL Corporate Office.

*(Signature, date & seal of Authorized*  
**(Signatory of the bidder)**

**Date:**

**CERTIFICATE OF NO DEVIATION**

(To be Typed & submitted in the Letter Head of the Company/Firm of Bidder)

To,

Bharat Heavy Electricals Limited,  
Plot No: 25, Sector – 16A, Filmcity  
Noida - 201301

Dear Sir,

**Subject: No Deviation Certificate**

Ref: 1) Bid No: .....,

2) All other pertinent issues till date

We hereby confirm that we have not changed/ modified/materially altered any of the tender documents as downloaded from the website/ issued by BHEL and in case of such observance at any stage, it shall be treated as null and void.

We also hereby confirm that we have neither set any Terms and Conditions and nor have we taken any deviation from the Tender conditions together with other references applicable for the above referred GeM Bid.

We further confirm our unqualified acceptance to all Terms and Conditions, unqualified compliance to Tender Conditions.

We confirm to have submitted offer in accordance with tender instructions and as per aforesaid references.

Thanking you,

Yours faithfully,

**(Signature, date & seal of authorized  
representative of the bidder)**

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