# 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** 

"Obtaining GIGW 3.0 Certification for BHEL Corporate Website (www.bhel.com) from "STQC, ETDC Agartala, MeitY, GOI" through Email(cdt-tender@bhel.in)

Ref. No.: AA: CDT: STQC: GIGW 3.0

Date: 11th September 2025

STQC Directorate, MeitY, Electronics Test & Development Centre (ETDC), Agartala

Dear Sir/Madam,

Sub: Enquiry for obtaining GIGW 3.0 Certification for BHEL Corporate Website (www.bhel.com) from STQC, ETDC Agartala, MeitY, 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(<u>cdt-tender@bhel.in</u>) & www.bhel.com.

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., **22.09.2024 at 1100 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. Introduction & Background

- Compliance with the Guidelines for Indian Government Websites (GIGW) and accessibility standards mandated under the Rights of Persons with Disabilities (RPwD) Act, 2016, is mandatory for government entities and CPSEs.
- ii. The Court of the Chief Commissioner for Persons with Disabilities (Divyangjan) and the Ministry of Heavy Industries (MHI) have directed CPSEs to ensure their websites are accessible and certified accordingly.
- iii. The Standardisation Testing and Quality Certification (STQC) Directorate, under the Ministry of Electronics & Information Technology (MeitY), is the designated government body responsible for auditing and certifying websites for GIGW compliance.
- iv. ETDC Agartala, being a laboratory under STQC Directorate, is uniquely positioned and authorized to provide the required GIGW 3.0 certification services.
- v. Therefore, this enquiry is issued on a Single Tender basis to ETDC Agartala.

## 2. Objective:

The tender is invited through e-mail(cdt-tender@bhel.in) for obtaining GIGW 3.0 Certification for BHEL Corporate Website (www.bhel.com) from STQC, ETDC Agartala, Ministry of Electronics and IT, GOI. The tender has to be submitted in "TWO PART" through email(cdt-tender@bhel.in)

## 3. Scope of Work:

The scope of work includes the comprehensive evaluation, testing, auditing, and certification of the BHEL Corporate Website (https://www.bhel.com) for compliance with GIGW 3.0 guidelines, specifically for Bilingual capability (English & Hindi). This involves:

- i. Assessment of the website against GIGW 3.0 requirements (e.g., 88 checkpoints mentioned as per quotation provided by ETDC Agartala.
- ii. Conducting up to two (02) rounds of review, comprising assessment and verification of closure of identified non-compliances by BHEL.
- iii. Carrying out a process audit remotely upon satisfactory closure of non-compliances.
- iv. Submission of deliverables/reports to the STQC Certification Scheme body.
- v. Issuance of the final GIGW 3.0 Compliance Certificate for the website https://www.bhel.com.

#### 4. Deliverables:

- i. Assessment reports detailing compliance and non-compliances after each round of review should be completed as per completion period given in clause 5.0 below.
- ii. Final audit report.
- iii. GIGW 3.0 Compliance Certificate for the Bilingual website <a href="https://www.bhel.com">https://www.bhel.com</a>.

## 5. Completion Period:

In case of no additional round of assessments, website testing as per GIGW (Bilingual) shall be completed within six weeks from the date of acceptance of the Purchase Order (PO).

For each additional round the evaluation shall be completed within six weeks from the closure of findings of the aforesaid testing. BHEL will provide necessary support for timely closure of identified gaps.

## 6. Penalty due to Late Delivery:

Penalty shall be calculated as per the following cases after the acceptance of the workorder:

**Case 1:** When no additional rounds of website evaluation is required, it shall be completed within six weeks. Any delay beyond this period shall attract a penalty at the rate of 0.5% of the total order value per week (or part thereof), subject to a maximum of 10% of the total order value for the entire contract period.

Case 2: In case additional round(s) are required, each round shall be completed within six weeks from the date of receipt of the final necessary inputs provided by BHEL on the findings of STQC. Any delay beyond this period shall attract a penalty at the rate of 0.5% of the total order value per week (or part thereof), subject to a maximum of 10% of the

## 7. Location & Consignee Address

Shri Neeraj Meena / Shri Bharat Panwar Sr. Manager / AGM (CDT) 3<sup>rd</sup> Floor, BHEL House Siri Fort, Asian Games Village.

New Delhi - 110049

Contact details: 011-66337864 / 7478

Email: neeraj.meena@bhel.in / bharatp@bhel.in

## 8. Payment Terms:

Payment of certification shall be released, after acceptance of the order and website evaluation as per scope mentioned above duly certified by BHEL executive and before issuance of the final GIGW 3.0 Compliance Certificate for the website https://www.bhel.com. Payment shall be made electronically via:

- Option 1: Non-Tax Receipt Portal (BharatKosh: https://bharatkosh.gov.in)
  - PAO: 047315-Pr. CUM PAO (DIT), New Delhi
  - DDO: 200326-Electronics Test and Development centre, Agartala
- Option 2: NEFT/RTGS

Beneficiary: PAO(DIT), New Delhi

Bank: Bank of India

A/c No: 604820110000002

The payment shall be made as per section 196 of Income Tax act. There will be no interest payable by BHEL for delayed payment.

## 9. General Instructions and Guidelines to Bidders

S.No.	Key Activity	Date
1	Issuance of Request for Proposal (RFP)	11 <sup>th</sup> September 2025
2	Last date of receiving queries from bidder	13 <sup>th</sup> September 2025
3	Last date and time for submission of bid	22.09.2025, 1100hrs, via email(cdt-tender@bhel.in)
4	Bid opening date and time	22.09.2025, 1130hrs, via email (cdt-tender@bhel.in)

Ref. No. AA: CDT: STQC: GIGW 3.0, dated 11<sup>th</sup> Sep 2025 To be signed and stamped by the bidder

#### 10. Taxes & Duties

- i) Price quoted should be inclusive of all applicable Taxes/charges. 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) TDS under GST law as applicable shall be deducted.
- iii) In case of any recovery including LD/penalty, the GST (if applicable) shall also be recoverable from the supplier.
- iv) 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.
- v) BHEL reserves the right to protect its interest against any loss on account of non-availability of GST credit
- vi) GSTIN of BHEL will be provided to the Vendor along with the work order.
- vii) Any new/change in statutory levy as and when made applicable by the Government shall become applicable against documentary evidence.
- viii) 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.
- ix) Payment to the Vendor will be subjected to TDS as per rules in force from time to time. The Tax Deduction at Source (TDS) shall be done as per the provisions of Income Tax Act & GST, as amended from time to time and a certificate to this effect shall be provided to the Vendor by BHEL.
- x) GST (if applicable) shall also be recoverable from the Vendor in case of LD recovery/penalty on account of breach of terms of contract.
- xi) 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.
- xii) 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.

#### 11. 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
- **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.

#### 12. 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
- 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)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.

#### 13. 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, 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.

#### 14. 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.

## 15. Confidentiality:

The Bidder shall keep confidential any information related to this tender. The Bidders shall note that the confidential information will be used only for the purposes of this tender and shall not be disclosed to any third party for any reason whatsoever.

As used herein, the term "Confidential Information" means any information, including without intimation, information created by or for the other party, whether written or oral, which relates to internal controls, computer or data processing programs, algorithms, electronic data processing applications, routines, subroutines, techniques or systems, or information concerning the business or financial affairs and methods of operation or proposed methods of operation, accounts, transactions, proposed transactions or security procedures of either party or any of its affiliates, or any client of either party, except such information which is in the public domain at the time of its disclosure or thereafter enters the public domain other than as a result of a breach of duty on the part of the party receiving such information. It is the express intent of the parties that all the business process and methods used by the Bidder in rendering the services hereunder are the Confidential Information of the Bidder.

At all times during the performance of the Services, the Bidder shall abide by all applicable BHEL's security rules, policies, standards, guidelines and procedures. The Bidder should note that before any of its employees or assignees is given access to the Confidential Information, each such employee and assignees shall agree to be bound by the term of this tender and such rules, policies, standards, guidelines and procedures by its employees or agents.

The Bidder should not disclose to any other party and keep confidential the terms and conditions of this Contract agreement, any amendment hereof, and any Attachment or Annexure hereof.

The obligations of confidentiality under this section shall survive the rejection of the contract.

## 16. 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.

#### 17. 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.

#### 18. 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.

## 19. Laws Governing the Contract:

The order/ contract shall be executed and governed by the laws of India and the courts of India alone shall have jurisdiction in respect of any matter arising under or in connection with the order/ contract.

Courts at Delhi/ New Delhi shall have exclusive jurisdiction to decide the dispute, if any, arising out of or in respect of the contract to which these conditions are applicable.

### 20. Force Majeure:

Vendor shall not be responsible for delay in delivery resulting from acts / events beyond his control, provided notice of the happening of any such act / event is given by the Vendor to the Purchaser within 15 days from the date of its occurrence. Such acts / events shall include but not be limited to acts of God, war, floods, earthquakes, strikes, lockouts, epidemics, riots, fire or Governmental regulations superimposed after the date of order / contract.

## 21. Limitation of Liability:

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

## 22. Termination of The Contract & Its Consequences

- i) 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.
- ii) Vendor shall continue the performance of the order/contract under all circumstances, to the extent not cancelled.
- iii) BHEL reserves the rights to cancel the contract in case the services are not found to be satisfactory.
- iv) Consequences: As soon as the contract is cancelled / terminated by BHEL, no payment will be payable to the Vendor.
- v) Also, BHEL reserves the rights to short close the contract on pro-rata basis without assigning any reason.

#### 23. Sub-Contracting:

Order / contract or any part thereof shall not be sub-contracted, assigned or otherwise transferred to any third party without prior written consent of the Purchaser.

### 24. 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

#### 25. 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.	Testing Item	Charges (Excluding GST)	GST (%)	Remarks
1	Website testing as per GIGW for Bilingual			Includes Surveillance audit charges.
2	Assessment and Closure			For each additional round
	Total Amount (excluding GST)			

Γot	tal/Gross amount incl. GST
)	Total Charges Excluding GST in Words:
a)	Total Charges Excluding GST:

## NOTE:

- i) The tender evaluation will be done on Total / Gross amount (Excl. GST). Total of Prices should be indicated both in words as well as in figures.
- ii) All applicable taxes (GST) are to be specified clearly in the Price Bid Format.

# THIRD PARTY NON-DISCLOSURE AGREEMENT

•	1 1 16 6 (1	(1)	
	, on behalf of the n received or generated, directly or d that the nature of the business of d therefore:	indirectly, while working with BHEL	L on contract is
I warrant and a	gree as follows:		
any information the secure tran	personnel employed or engaged by our n related to the BHEL. In case such integration without in sfer of business information. Without in disclose such information consisting b	formation is required to be exchange restricting the generality of the forego	ed, I shall ensure
•	Technical information: Methods, dratechniques, inventions, computer pro		
•	Business information: Customer lists or marketing data,	, project schedules, pricing data, est	timates, financial
BHEL all docur reports, manua relating in any v	of contract, I, or any other personnel of ments and property of BHEL, including als, computer programs/data/configura way to BHEL's business, or in any way any others employed or engaged by or g.	g but not necessarily limited to: draw ation, and all other materials and a obtained by me during the course of o	vings, blueprints, Il copies thereof contract. I further
This obligation	of confidence shall continue after the c	conclusion of the contract also.	
and are reason	that the aforesaid restrictions are necestable given the nature of the business led by and construed in accordance wi	carried on by the BHEL. I agree tha	
I enter into this	agreement totally voluntarily, with full l	knowledge of its meaning, and withou	ut duress.
Dated at	, this day of	, 20	
Name			
Company			
Signature			

## **No Deviation Certificate**

This is to certify that our offer is exactly in line with your tender en	quiry no, dated
This is to expressly certify that our offer contains no deviation either	Technical or Commercial in either
direct or indirect form.	
Signed By:	
Name:	
Designation:	
Organization:	
Date & Place:	
Phone/Mobile:	
Email:	
Stamp & Seal:	