

भारत हेवी इलेक्ट्रिकल लिमिटेड
Bharat Heavy Electricals Limited



कॉर्पोरेट डिजिटल ट्रांसफॉर्मेशन
CORPORATE DIGITAL TRANSFORMATION

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

Request for Proposal

FOR

**“Conducting onsite ISMS awareness programs by M/s STQC, Ministry of Electronics
and IT, GOI” through Email(cdt-tender@bhel.in)**

**Ref. No. AA: CDT: STQC: 25-26: Training, dated 02.09.2025
To be signed and stamped by the bidder**

Ref. No.: AA: CDT: STQC: 25-26: Training
Date: 02.09.2025

M/s, STQC

Dear Sir/Madam,

Sub: Enquiry for conducting onsite ISMS awareness programs 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., **12.09.2025 at 1500 hrs.**

Bids shall be addressed to:

Sr. DGM (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 **onsite ISMS awareness programs** by 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:

Onsite ISMS awareness programs shall be conducted at the mutually acceptable dates between STQC and BHEL as per below mentioned details:

Name of Program	Number of Program	Number of participants in each program	Mode of training
Certified Information Security Professional (CISP)- 5 days	1	20	Onsite at BHEL- Noida
Certified Internal Information Security Auditor (CIISA)- 3 days	1	20	Onsite at BHEL- Noida

Delivery period: Within Financial Year 2025-26.

Dates shall be worked out as per mutual discussion with STQC after placement of Order.

3. Location & Consignee Address

Name: Ravi Kant/ Sr. Manager (CDT)

Address: 2nd Floor, HRDI Building,
BHEL HRDI & ESI Complex,
Plot No-25, Sector -16 A, Film city, Noida, U.P. - 201301

Contact details: rkant@bhel.in/ 0120-241- 6492

4. Payment Terms:

Payment shall be made within 30 days of submission of the invoice and completion of each training program, duly certified by the BHEL executive. For the two training programs, payment will be released separately subsequent to the completion of each. The second training program will be scheduled only after payment for the first program has been processed.

Payment shall be made through <https://bharatkosh.gov.in>.

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5. General Instructions and Guidelines to Bidders

S.No.	Key Activity	Date
1.	Issuance of Request for Proposal (RFP)	02.09.2025
2.	Last date and time for submission of bid	12.09.2025, 1500hrs
3.	Bid opening date and time	12.09.2025, 1530hrs, via email (cdt-tender@bhel.in)

6. 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. 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. 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.
- ix. 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.
- x. 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.

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7. Ethical Standard

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.

8. 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.

9. Tender Evaluation:

Stage-I: Evaluation of Technical & Commercial Bids:

BHEL's Technical Team will evaluate the **Part – I** (Technical bid) submitted by the Bidder. 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**.

10. 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.

11. 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.

12. 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.

13. 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**. No deviation is acceptable in techno-commercial terms & conditions.

14. Settlement of Dispute

If any dispute or difference of any kind whatsoever shall arise between BHEL and the Supplier/Vendor, arising out of the contract for the performance of the work whether during the progress of contract termination, abandonment or breach of the contract, it shall in the first place referred to Designated Engineer for amicable resolution by the parties. Designated Engineer (to be nominated by BHEL for settlement of disputes arising out of the contract) who within 60 days after being requested shall give written notice of his decision to the contractor. Save as hereinafter provided, such decision in respect of every matter so referred shall forthwith be given effect to by the Supplier/Vendor who shall proceed with the work with all due diligence, whether he or BHEL desires to resolve the dispute as hereinafter provided or not.

If after the Designated Engineer has given written notice of this decision to the party and no intention to pursue the dispute has been communicated to him by the affected party within 30 days from the receipt of such notice, the said decision shall become final and binding on the parties. In the event the Supplier/Vendor being dissatisfied with any such decision or if amicable settlement cannot be reached then all such disputed issues shall be resolved through conciliation in terms of the BHEL Conciliation Scheme 2018 as per Clause 14.1

14.1 Conciliation

Any dispute, difference or controversy of whatever nature howsoever arising under or out of or in relation to this Agreement (including its interpretation) between the Parties, and so notified in writing by either Party to the other Party (the “Dispute”) shall, in the first instance, be attempted to be resolved amicably in accordance with the conciliation procedure as per BHEL Conciliation Scheme 2018. The proceedings of Conciliation shall broadly be governed by Part-III of the Arbitration and Conciliation Act 1996 or any statutory modification thereof and as provided in - “Procedure for conduct of conciliation proceedings” (as available in www.bhel.com)).

14.2 Arbitration:

In the event of any dispute or difference relating to the interpretation and application of the provisions of commercial contract(s) between Central Public Sector Enterprises (CPSEs)/ Port Trusts inter se and also between CPSEs and Government Departments/Organizations (excluding disputes concerning Railways, Income Tax, Customs & Excise Departments), such dispute or

difference shall be taken up by either party for resolution through AMRCD (Administrative Mechanism for Resolution of CPSEs Disputes) as mentioned in DPE OM No. 05/0003/2019-FTS-10937 dated 14-12-2022 as amended from time to time.

15. Laws Governing the Contract:

This contract shall be governed by the Law for the time being in force in the Republic of India. The Civil Court having original Civil Jurisdiction at Delhi/ New Delhi, shall alone have exclusive jurisdiction in regard to all matters in respect of the Contract.

16. Force Majeure:

16.1 "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. 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. v) 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. 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.

16.2 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.

16.3 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.

16.4 Delay or non-performance by either party hereto caused by the occurrence of any event of Force Majeure shall not i) Constitute a default or breach of the Contract. ii) 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.

16.5 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.

17. Limitation of Liability:

Notwithstanding anything to the contrary in this Contract/ Work Order or any other mutually agreed document between the parties, the maximum liability, for damages, of the contractor, its servants or agents, shall under no circumstances exceed an amount equal to the Price of the Contract or the Work Order. Neither party shall be liable to the other for any indirect or consequential loss or damage, including but not limited to loss of use, loss of profits, or loss of contracts, or special, punitive, exemplary losses whatsoever, arising out of or in connection with this contract.

18. Termination of The 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 upto the date of termination after effecting recoveries due from the contractor. The Contractor 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.

19. 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.

20. 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.

21. No interest-Bearing Clause

There will be no interest payable by BHEL for delayed payment.

22. Short Closure:

BHEL reserves the right to short close contract without conducting any training program, or after completion of only one training program, without assigning any reason thereof.

23. List of Annexures:

Annexure-I: Price Bid Format

Annexure-II: Non-Disclosure Agreement Format

Annexure-III: No-Deviation Certificate Format

Annexure-I**PRICE BID FORMAT**

Name of Program	Number of Program	Number of participants in each program	Mode of Training	Total for each program (Without GST)
Certified Information Security Professional (CISP)- 5 days	1	20	Onsite at BHEL-Noida	
Certified Internal Security Auditor (CIISA)- 3 days	1	20	Onsite at BHEL-Noida	
Total for two programs (excluding GST)				
GST				
Total Charges including GST				

Note: Lodging, boarding and travel charges for the faculty will be borne by BHEL.

THIRD PARTY NON-DISCLOSURE AGREEMENT

I, _____, on behalf of the _____ (Name of Company), acknowledge that the information received or generated, directly or indirectly, while working with BHEL on contract is confidential and that the nature of the business of the BHEL is such that the following conditions are reasonable, and therefore:

I warrant and agree as follows:

I, or any other personnel employed or engaged by our company, agree not to disclose, directly or indirectly, any information related to the BHEL. In case such information is required to be exchanged, I shall ensure the secure transfer of business information. Without restricting the generality of the foregoing, it is agreed that we will not disclose such information consisting but not necessarily limited to:

- Technical information: Methods, drawings, processes, formulae, compositions, systems, techniques, inventions, computer programs/data/configuration and research projects.
- Business information: Customer lists, project schedules, pricing data, estimates, financial or marketing data,

On conclusion of contract, I, or any other personnel employed or engaged by our company shall return to BHEL all documents and property of BHEL, including but not necessarily limited to: drawings, blueprints, reports, manuals, computer programs/data/configuration, and all other materials and all copies thereof relating in any way to BHEL's business, or in any way obtained by me during the course of contract. I further agree that I, or any others employed or engaged by our company shall not retain copies, notes or abstracts of the foregoing.

This obligation of confidence shall continue after the conclusion of the contract also.

I acknowledge that the aforesaid restrictions are necessary and fundamental to the business of the BHEL, and are reasonable given the nature of the business carried on by the BHEL. I agree that this agreement shall be governed by and construed in accordance with the laws of country.

I enter into this agreement totally voluntarily, with full knowledge of its meaning, and without duress.

Dated at _____, this ____ day of _____, 20__.

Name

Company

Signature

Ref. No. AA: CDT: STQC: 25-26: Training, dated 02.09.2025

To be signed and stamped by the bidder

No Deviation Certificate

This is to certify that our offer is exactly in line with your tender enquiry 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: _____