

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



कॉर्पोरेट डिजिटल ट्रांसफॉर्मेशन  
**CORPORATE DIGITAL TRANSFORMATION**

CDT Hall, 3<sup>rd</sup> Floor, BHEL House, Sirifort,  
New Delhi - 110049

**Request for Proposal**

**FOR**

**“Conducting ISMS audit by STQC, Ministry of Electronics and IT, GOI on single tender basis”**

**Ref. No. AA:CDT:STQC:Audit dated 15<sup>th</sup> Sep 2021**

**To be signed and stamped by the bidder**

Ref. No.: AA:CDT:STQC:Audit

Date: 15<sup>th</sup> Sep 2021

Dear Sir,

**Sub: Enquiry for Conducting ISMS audit by STQC, Ministry of Electronics and IT, GOI on single tender basis**

Sealed Bid is invited for above subject requirement at Corporate Office, Sirifort 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 available / hosted on [www.bhel.com](http://www.bhel.com) and cpp portal. Hence, bidder is expected to keep visiting [www.bhel.com](http://www.bhel.com) and cpp portal for any corrigendum / notification in its own interest.

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., **16.09.2021 at 1600 hrs.**

Bids shall be addressed to:

DGM/ Dy.Manager (CDT)  
Ph: 011-6633-7477/ 7483  
Bharat Heavy Electricals Limited,  
BHEL House, Sirifort  
New Delhi - 110049

*Neeraj*  
*15-09-21*

Thanking you,  
Yours faithfully,  
For and on behalf of BHEL

DGM (CDT)/ Dy. MGR (CDT)

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Ref. No. AA:CDT:STQC:Audit dated 15<sup>th</sup> Sep 2021

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**1. Objective:**

The tender is invited from M/s STQC for Conducting ISMS audit by STQC, Ministry of Electronics and IT, GOI on single tender basis.  
The tender has to be submitted in SINGLE PART.

**2. Scope of Work:**

As per your quote No. RM (N)/Quote 21-22 / ISMS / BHEL /006/ dated 06/08/2021 (enclosed with the RFP)

**3. LOCATION & CONSIGNEE ADDRESS**

**Name:** Shivali Arya

**Designation:** Manager (CDT)

**Contact details:** 0120-2416496

**Email:** [shivali@bhel.in](mailto:shivali@bhel.in)

- 4. Payment Terms:** 100% Payment (for application fee, audit charges & certification fee for 3years) will be made after completion of respective work duly certified by BHEL executive and submission of Invoice. There will be no Interest payable by BHEL for delayed payments.

- 5. LD Penalty: Not Applicable**

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

S.No.	Key Activity	Date
1	Issuance of Request For Proposal (RFP)	15-09-2021
2	Last date of receiving queries from bidder	16-09-2021
3	Last date and time for submission of bid	<b>16-09-2021: 1600hrs, at CDT, Asiad, New Delhi</b>
4	Bid opening (tentative date)	<b>16-09-2021: 0430hrs, at CDT, Asiad, New Delhi</b>



## 6.1 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. Willful misrepresentation of these facts shall be considered a fraudulent practice without prejudice to other remedies that the Purchaser may take.

## 6.2 Bid Documents:

Bid shall be accepted by the official inviting the tender in **ONE PART**.

Bid shall consist of the following:

- i) PRICE BID as per as per format enclosed as **Annexure-I**
- ii) Third party non- disclosure agreement (NDA) format enclosed as **Annexure-II**
- iii) Declaration of GST benefits as per format enclosed as **Annexure-III**
- iv) A copy of complete RFP along with corrigendum, if any, where each page is signed & stamped by the bidder.

Price bid containing PRICES only is to be submitted as per Price Bid Format. Prices shall be quoted in Indian Rupees only. Bidder shall give details of Direct Applicable Taxes (between Bidder & BHEL as asked in the Price Bid Format) clearly. 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.



### 6.3 Bid Submission:

6.3.1 Bids shall be addressed to the official inviting Bids by name and designation and sent at the following address:

**DGM (CDT)/ Dy. Mgr (CDT)**  
**Bharat Heavy Electricals Limited,**  
**CDT Hall, 3rd Floor, BHEL House, Sirifort,**  
**New Delhi 110049**  
**Telephone no. : (011) 66337477/ 7483**  
**Email : [devendrasharma@bhel.in](mailto:devendrasharma@bhel.in)/ [neeraj.meena@bhel.in](mailto:neeraj.meena@bhel.in)**

- 9.1.1 Bids can also be delivered in person to the official inviting Bids.
- 9.1.2 Bids submitted by post shall be sent by "REGISTERED POST" only and shall be posted with due allowance for any postal delay. Bids shall be submitted latest by 1500 Hrs. of the due date. Bids received after the Due Date and Time of submission will be summarily rejected.

### 6.4 Bid Opening

- 9.1.3 Bid may be opened on the due date and time as specified in the Enquiry Letter, in the presence of bidder who may like to attend
- 9.1.4 No correspondence shall be entertained from the bidder after the opening of Bid.
- 9.1.5 Standard pre-printed conditions of the bidder attached to the offer will not be accepted and only those mentioned in the body of his offer will be considered.
- 9.1.6 No Literature, Pamphlets other than what is specified is to be enclosed. All such enclosures shall be considered as unread and also will not be considered as part of the quotation.
- 9.1.7 Manufacturer's name, trade Mark or Patent No., if any, should be specified.
- 9.1.8 Purchaser reserves the right to negotiate the tender, if required.

### 6.5 Validity of Offer:

Offer shall be kept valid for **four months** from the due date of Tender, for Purchaser acceptance.

### 6.6 Deviations:

Bids shall be submitted strictly in accordance with the requirements and terms & conditions of the Tender Enquiry.



## 6.7 Clarification on Bidding Documents:

The Bidder is expected to carefully go through this tender document and understand the functional requirements thoroughly before submitting their offer.

## 6.8 Rejection of Bid and Other Conditions

- 9.1.9 Any format not properly filled, partially filled or not filled will make the bid liable for rejection. Bidders are requested to note that all columns, rows and spaces provided to fill up the data must be filled with relevant data without fail. In case any bidder fails to do so or fills up irrelevant data, BHEL is not bound to seek clarifications on such items and will be free to reject the tender summarily.
- 9.1.10 No change in specifications, clauses of contract, Terms and Conditions, etc. shall be entertained by BHEL under any circumstances.
- 9.1.11 Canvassing in any way concerning this tender, wrong declaration, incorrect information, misleading or incorrect certifications, etc. shall make the Bidder debarred to participate in this tender and also for a further period of 3 years in any tender of any of the BHEL units.
- 9.1.12 The acceptance of bid will rest with the Purchaser and does not bind him to accept the lowest or any bid. The Purchaser reserves to itself, full rights for the following without assigning any reasons, whatsoever:
- a) to reject the bid.
  - b) to increase or decrease the quantities.
- 9.1.13 Non-compliance with any of the requirements and instructions of the Tender Enquiry may result in the rejection of the bid.

## 6.9 Amendment of Bidding Documents:

The Purchaser may at its sole discretion amend the Bidding Documents at any time prior to the deadline for submission of bids. However, in case of such amendment, the bid submission date may be extended at the discretion of the purchaser.

Amendments made prior to submission of bid will be provided in the form of Addenda / Corrigendum to the Bidding Documents and will be posted on the BHEL website (<http://www.bhel.com>) and cpp portal in Tender Notification section under the original tender enquiry number.

## 6.10 Tender Evaluation:

- 9.1.14 Total / Gross Total of Prices should be indicated both in words as well as in figures. 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.
- 9.1.15 All applicable taxes (GST) are to be specified clearly in the Price Bid Format.



## Commercial Terms & Conditions for Bidders

### 6.11 Taxes & Duties:

- 1.1.1 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 compliant invoice. The successful bidder shall raise GST compliant invoice affixing GSTIN of BHEL's unit availing the services.
- 1.1.2 BHEL reserves the right to protect its interest against any loss on account of non-availability of GST credit.
- 1.1.3 GSTIN of BHEL will be provided to the Vendor along with the work order.
- 1.1.4 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.
- 1.1.5 No other variations such as on Custom Duty, exchange rate, minimum wages, prices of controlled commodities, any other input etc. shall be payable by the purchaser unless specifically agreed upon. 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.
- 1.1.6 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.
- 1.1.7 Applicable GST shall also be recoverable from the Vendor in case of LD recovery/penalty on account of breach of terms of contract.
- 1.1.8 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.
- 1.1.9 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.
- 1.1.10 In case of discrepancy in GST rate corresponding to HSN code and quote rates, the evaluation shall be done on quoted price & correct GST rate shall be considered for ordering (limited to quoted FOR Site Price).

### 6.12 Statutory Obligations, if any:

All statutory obligations arising out of this contract (like Insurance, PF, etc. of man power deployed by the bidder) shall rest with the successful bidder.

Bidder should have PF no. and ESI No. for executing the contract. Letter from authority for PF and ESI No to be provided.



### **6.13 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.

### **6.14 Exemption:**

MSMEs, registered with District Industries Centers or Khadi and Village Industries Commission or Khadi and Village Industries Board or Coir Board or National Small Industries Corporation or Directorate of Handicrafts and Handloom or any other body specified by Ministry of Micro, are entitled to avail the benefit of Public Procurement Policy for Micro and Small Enterprises (MSEs), dated 23.03.2012, subject to furnishing the documentary proof in support of claim along with their request letters and feasibility in terms of ordering and supply.

### **6.15 Indemnity:**

Bidder shall fully indemnify and keep indemnified the Purchaser against all claims which may be made in respect of the use of System / Software / Item(s) / services supplied / rendered by the Bidder for infringement of any rights protected by patent, registration of designs or trademarks and legality of the Software. However, the Bidder will have no obligation for any claim of infringement arising from third party products not supplied in the order, modifications and technical information/ instructions advised by purchaser and use of products prohibited by product manuals.

All such claims in this regard will be settled as per Indian Laws.

In the event of any such claims being made against the Purchaser, Purchaser will inform in writing to the Bidder who shall at his own risk and cost either settle any such dispute or conduct any litigation that may arise.

### **6.16 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.

**6.17 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.

**6.18 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.

**6.19 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.

**6.20 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.

**6.21 Limitation of Liability:**

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

**6.22 Risk Purchase**

Client reserves the right to purchase from elsewhere at the risk and cost of the Contractor, either the whole or part of

- a) The Systems/Equipment, which the Contractor has failed to deliver within the stipulated delivery period in the concerned Purchase Order or if the same were not available, the best and the nearest available substitute(s) thereof which is not technically inferior to the undelivered System/Goods.
- b) The warranty and support which the Contractor has failed to provide in respect of the supplied system/equipment suffering from not less than 1 month of downtime.



The Contractor shall compensate the Client for any loss or additional expense, which the Client may sustain by reason of such purchase. The Client may recover the amount from any money due to the Contractor in respect of this contract or any other contract which the Contractor has with Purchaser. This clause will be operated only after completion of delivery period including extended period with LD, if any.

Recovery on account of purchases made by Purchaser at the risk and cost of Seller/Contractor shall be worked out as follows:

- a) Excess of new purchase cost over old purchase cost, where the total value of new PO is more than total value of old PO.

And

- b) Additional 30% overheads as departmental charges on the ex-works value of new PO.

### **6.23 Termination of The Contract & Its Consequences**

- 10.1.1 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.
- 10.1.2 Vendor shall continue the performance of the order/contract under all circumstances, to the extent not cancelled.
- 10.1.3 BHEL reserves the rights to cancel the contract in case the services are not found to be satisfactory.
- 10.1.4 Consequences: As soon as the contract is cancelled / terminated by BHEL, no payment will be payable to the Vendor.
- 10.1.5 Also, BHEL reserves the rights to short close the contract on pro-rata basis without assigning any reason.

### **6.24 Merger & Acquisition:**

In case of merger / acquisition of the bidder / OEM during the contract period, all commitments and liabilities with respect to this contract will pass on to the acquiring entity.

### **6.25 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.

### **6.26 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.

### **1. List of Annexures:**

Annexure-I: Price Bid Format

Annexure-II: Non-Disclosure Agreement Format

Annexure-III: Declaration of GST benefits

PRICE BID FORMAT

S.No.	Locations to be audited in this cycle	Stage I & Stage II audit fee	Mandays	Amount in INR (Excl. GST)
1.	CDT	@15,000/- per manday	6 (Stage I) 6 Stage II)	
2.	Trichy		5	
3.	Haridwar		5	
4.	PSER		3	
5.	PSWR		3	
6.	PSHQ-Groups		4	
7.	Corp R & D		3	
8.	Industry Sector (Is, IO, TBG, ROD)		3	
Application fee				
Certification fee for 3 years				
Total				



**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

**Declaration of GST Benefits**

To Whom so ever it may concern, I hereby on behalf of my organization declare that I have quoted the rates considering the benefits of Goods and Service Tax (GST) including Input Tax Credit (ITC) in the Price Bid.

(Signature & seal of the bidder)

Place:

Date:

A handwritten signature in black ink, consisting of a stylized 'M' with a horizontal line extending to the left.